THE FAR EASTERN REVIEW

COMMERCE • ENGINEERING • FINANCE

VOL. V. MANILA, P. I., SHANGHAI, AND YOKOHAMA, SEPTEMBER, 1908 No. 4.

CHINA'S TWO GREAT VICEROYS

H. H. CHANG CHIH-TUNG
VICEROY OF THE LIANG HU
(Hupeh and Hunan)

H. H. YUAN SHIH-K'AI
VICEROY OF CHIHLI
Organizer of China's Modern Army

A REVIEW OF THE RAILWAY SITUATION IN CHINA

With the laying of the first 26-pound rail at Shanghai on the Shanghai-Woosung Railway by Mrs. Morrison, wife of the engineer in charge of the work for the Woosung Road Company, on January 20th, 1876, was inaugurated under the most unfavorable conditions one of the most important eras in the history of China, and the rapid and satisfactory progress made, in opening up the country by means of the railroad, is one that evokes general admiration among those who have familiarized themselves with the many obstacles and prejudices overcome by the pioneers among foreigners and progressive Chinese, and the many natural difficulties to be surmounted. Today there are approximately 9,000 miles in all of lines constructed and in operation, under construction, or projected. Of this estimate there are approximately 3,600 miles in operation and tapping the most important commercial centers of the empire.

The Four Trunk Lines.—The most satisfactory division of the railways of China, for the purposes of this article, is that recently proposed by the Board of Posts and Communications

(*Continued on next page*)

THE FAR EASTERN REVIEW

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in their recommendations for the reorganization and centralization of the control of the entire system. For the purpose of centralization, Hankow and Hsian-fu have been respectively proposed as the point from which the system should be controlled. With this in view the Board recommended the division of the system into four trunk lines as follows:

Southern-Trunk.—The Peking-Hankow and the continuation of that line including the section between Hankow and Canton when completed throughout. The Peking-Hankow section is 753 miles in length and the Canton-Hankow section of this proposed trunk line is 750 miles long, making in all from Peking to Canton a distance to be traversed of 1503 miles.

Branch Lines of Southern Trunk Line.—A line from Changsintien, a point on the Peking-Hankow, 13 miles South from Peking to Fengtai, making connection with the present Imperial Railways of North China and proposed Eastern Trunk line. Fengtai is about five miles east of Lukouchiao, the original terminus selected for the Peking-Hankow road. Changsitien is a point two miles south of Lukouchiao on the Peking-Hankow line.

Liengsienhsien-Yuli Branch, nine miles in length to tap coal mines and quarries at the latter point. Liangsienhsien is a point on the Peking-Hankow line 20 miles South of Peking terminus.

Liuliho-Chowkowtien Branch, 10 miles in length and tapping coal, lime and stone. Liuliho is 39 miles from Peking on the line to Hankow.

Kaoyhsien-Liuchang Branch, 11 miles in length, tapping coal supply. Kaoyhsien is 203 miles south of Peking on the main line.

The Chengfai Line or Shikiachwang-Taiyuanfu Branch in Shansi province covering a distance of 150 miles. Shihkiachwang is about 15 kilometers south of Chengtingfu and the line is used principally for carrying coal from the Tsingking mines and coke. The continuation of this line from Taiyuanfu 100 miles south west to Pingyaohsien is projected with a view to continuing it to Hsianfu in Shensi province. Other branches proposed are: from Tatungfu, North Shansi to Kalgan, and from Puchowfu in southwest Shansi to Tungkwan in Shansi and from that point ultimately westward to Hsianfu. Another proposed line is from Pingyangfu to Tsehchow where it will connect with the Peking Syndicate road when the line is extended to that point.

Taokow-Tsinghwachen Railway is a Peking syndicate enterprise that connects with the Peking-Hankow at Singsiang about 320 miles south of Peking. It runs from Taokow on the river Wei from which point communication eastward is made with Tientsin by way of the Grand Canal. The length of the road is 93 miles and runs westward from Taokow crossing the Peking-Hankow line at Singsiang and proceeding west to Tsingwachen, a distance of 48 miles from Singsiang. The line will be extended from this point westward to Tsechowfu to connect with future Shansi lines. A branch about a mile and one-half in length makes connection with the Jamieson Mines worked by the Syndicate.

Kaifeng-Honanfu Railway, the entire length of which when completed will be 115 miles, runs from Kaifeng westward crossing the Peking-Hankow at Chenchow, 40 miles distant, and proceeds westward to Honanfu. This line will be extended to Hsianfu and may be completed and in operation this year. The country tapped is rich in minerals and agricultural products.

The Shantung Railways connect the German settlement at Tsingtau with Tsinanfu, a distance of 256 miles. The concession to the Germans provided for an extension from Tsinanfu to connect with the Peking-Hankow Railway at Chentingfu. With the withdrawal of the German garrison the concession for this section was resold to China. A branch of the Shantung railway of 1.4 meter gauge 27 miles in length connects Poshan and the Tsechuan mines with this railway at Changtien. A railway connecting Chefoo with Tsinanfu via Weihsien is being agitated, but so far without success.

Tientsin-Pukou or the Tsinpu Railway connecting Tientsin with Pukóu, a point opposite Nanking on the Yangtze River, is now under construction. The northern division between Tientsin and Yihsien will be built by German capitalists and from Yihsien to Pukao by British capital. The two sections are 674 miles in length. It will connect with the Shanghai-Nanking Railway on the South and the present Imperial Railways of North China at Tientsin on the North while a projected line running west from Pukao is proposed to connect with the Peking-Hankow at Hsingyang, about 200 miles north of Hankow.

The Shanghai-Nanking or Houning Railway covers a distance of 193 miles and connects the terminus at Woosung Forts via Shanghai, Soochow, Wusieh, Changchow, Tanyang, and Chinkiang, with Nanking opposite the terminus of the Tsinpu line. This line may find connection with the Peking-Hankow as indicated in the previous paragraph. The entire line of the Shanghai-Nanking Railway was completed last March.

The Shanghai-Hangchow-Ningpo or the Hai-Hang-ning Railway, the agreement for the construction of which was recently signed between the British-Chinese Corporation, is the result of negotiations over what was known as the Soochow-Hangchow-Ningpo Railway concession. Demands had been made for its cancellation but finally the matter was satisfactorily adjusted. This line as projected will be 200 miles in length.

Kashing-Ningpo line or the Chekiang Railway: This will connect Kashing with Hangchow, and an extension is proposed from Hangchow to Shaoshingfu and Ningpo. Over 40 miles of the Kashing-Hangchow section is under construction and a short branch from Hangchow to Tsientangkiang has been in operation for some time. The line runs east of the Grand Canal towards Haning.

Kiangan or Hufong Railway.—Chinese opposition to British enterprise, runs from Tungkado terminus at Shanghai to Sunkiangfu and Kashing where it will connect with the Chekiang and Anhwei system. This line is under construction.

The Anhwei or Wu-Kwang Railway.—This line runs from Wuhu to Kashing by way of Siuenchanghsien and Kwangtechow to Kashing via Huchowfu. This is a Chinese enterprise also and construction is under way.

The Canton-Hankow or Yueh-Han division of this proposed trunk system when completed will be 750 miles in length. The construction has been greatly delayed for lack of organization on the part of the provinces of Kwantung, Hunan and Hupeh through which the line passes. The prospects for greater expedition are now much brighter. The branch lines are as follows:

Canton-Samshui line, 32 miles, completed by the American-China Development Co.

Chuchow-Pinghsiang line, 66 miles, constructed by Chinese, in 1906, connecting with the coal mines of Pinghsiang.

The Szechuan Railway or Chengtu-Hankow line, projected, some preliminary work done, 600 miles.

Canton-Kowloon line, which, when completed, will place Hongkong in a favorable position for the trade of South China, is 122 miles in length with the construction well under way on the British section which will be completed next year. There may be some delay on the Chinese section. This line is considered the most important under way.

Canton-Macao Railway, projected and concession granted to China-Portuguese Railway Co. in 1904. No work done and franchise agreement reported cancelled recently.

Canton-Amoy Railway, length of section under construction between Canton and Whampoa and from the latter point it has been surveyed to Amoy via Haifung, Lufung, Hwai-lai-hsien, Puning, a point near Kityang, Chao-chow-fu junction with the Swatow branch and then over the hills by way of Hwangkang and Cahoan to Amoy.

The Kiangsi or Nanhsiang Railway; Kiukiang to Nanchang, a distance of 100 miles, and a continuation to Shaochow is proposed.

The Fukien Railway or Amoy-Foochow, a proposed line connecting these two points by way of Changchow.

Foochow to Kwantow, a proposed branch along the Min River connecting these two points.

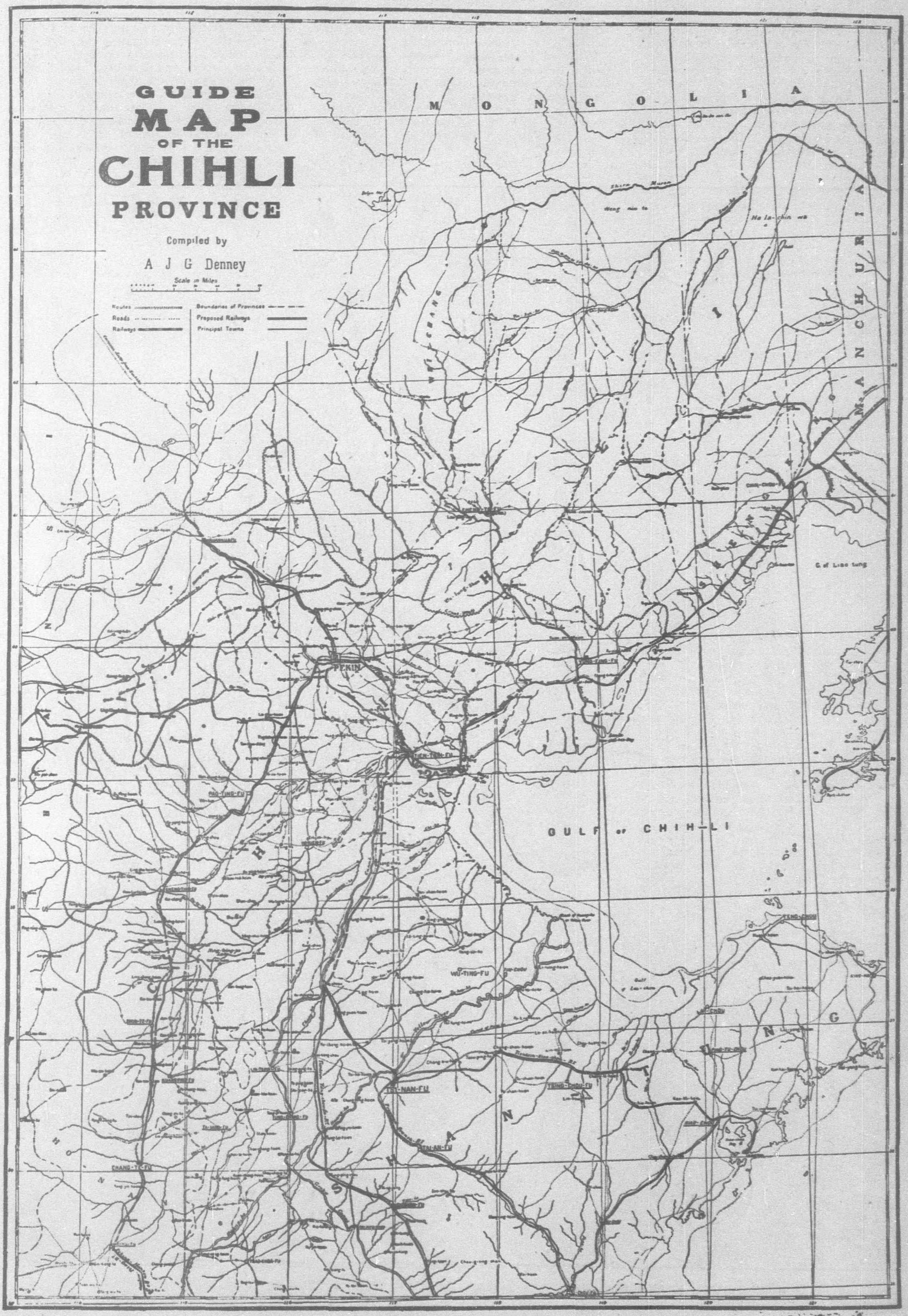
Changchow-Chaochow, a proposed road to connect the Fukien railways with the Canton-Amoy line.

Swatow-Chaochow branch, 24.5 miles, connecting these two points. This is a Chinese enterprise costing $1,500,000 and three trains run daily from each terminal.

Yunnan-Tongking Railway. This line is surveyed and under construction between Laokay and Yunnanfu, a distance of 291 miles, and will be completed under favorable circumstances by 1910. The section between Hokow and Tahati, a distance of 44 miles, was completed this year. The construction is through most difficult country, there being about 150 tunnels approximately 10 miles in all and a large number of bridges of long spans. It is proposed to continue the line from Yunnanfu to Chentu and from there to Chunking to connect with the Szechuan Railway.

Langson-Lungchow-Nanning-Pakhoi Railway. The first extension from Langson to Lungchow

(*Continued on page 104.*)



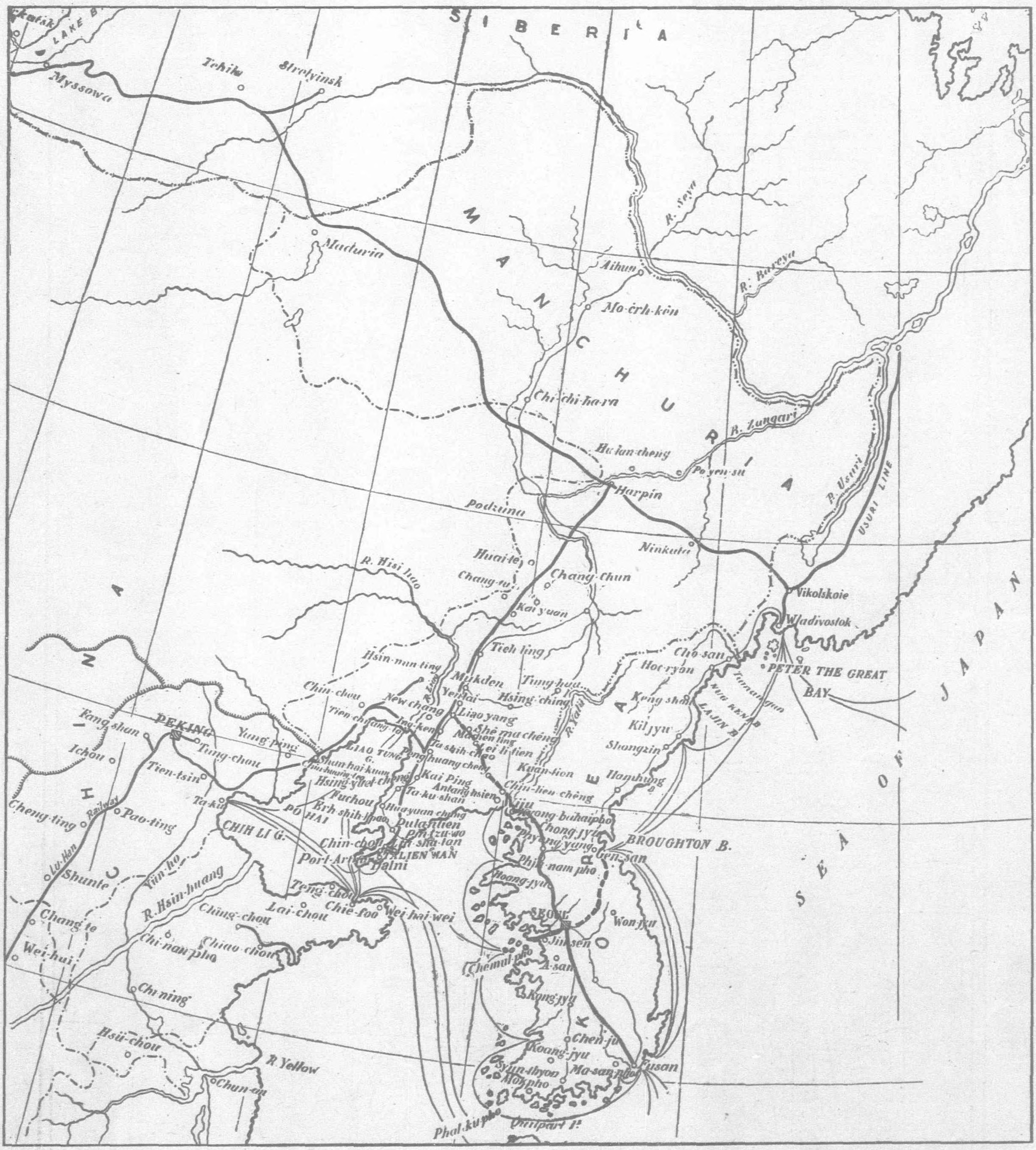
REPRODUCED FROM THE FAR EASTERN REVIEW OF OCTOBER, 1904

was conceded to the Fives-Lilles Company in 1895. This projected line is 220 miles in length, and the extension to Nanning from Lungchow and from Nanning to Pakhoi is proposed. There is also a proposed extension from Nanning to Wuchang and a number of short branches radiating from Wuchow would connect Canton, Kweilin, Kwangchow, etc.

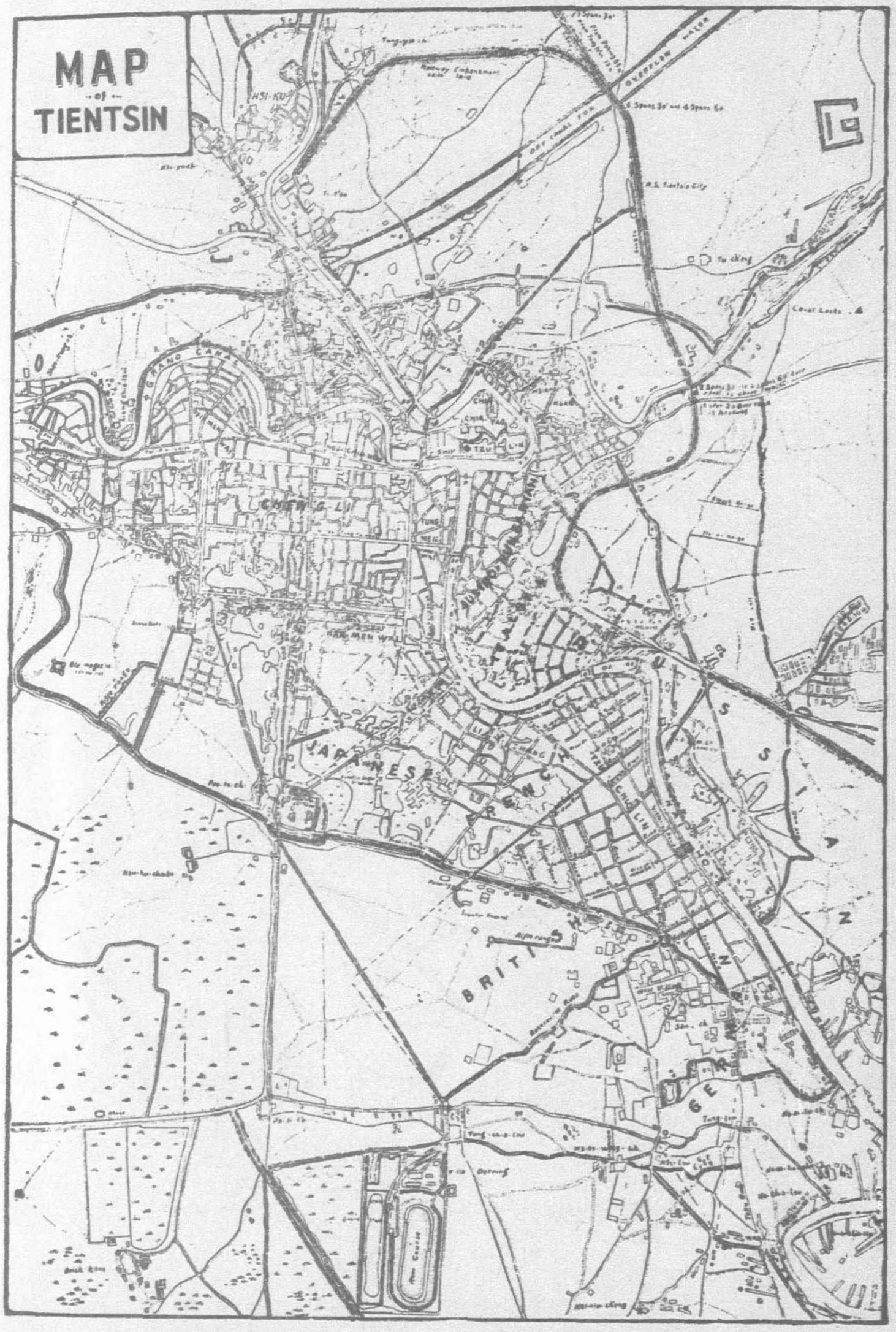
Sunning or Ningyueung Railway.—This is a fifty mile line in operation connecting Kungyifou via Sunning with Samkahoi 5 miles east of the coast port of Kwonghai in Kwangtung province. A Chinese enterprise.

Bhamo-Tengyueh Line (*Yunnan*). This proposed line is narrow gauge about 150 miles in length connecting Bhamo, in Burma, with Tengyueh in Yunnan. It is also proposed to continue this line to Talifu, and from there to Yunnanfu and thence northward to connect with the Szechuan Railway at Chengtufu or Chungking.

Northern Trunk Line.—This division of the entire system for the purpose of this article makes the Peking-Kalgan Ry the first section of the trunk line, and its projected extension to Kulun (Urga) and Kiachta. The total length of the section to Kalgan is about 130 miles and is expected to be completed by the end of 1909. The first section from Chatao two miles east of Fengtai where it connects with the Imperial Railways of North China to Nankow, a distance of 33 miles, was opened to traffic in September 1906. The construction



NORTH CHINA, MANCHURIA AND KOREA RAILWAY MAP. REPRINTED FROM THE FAR EASTERN REVIEW



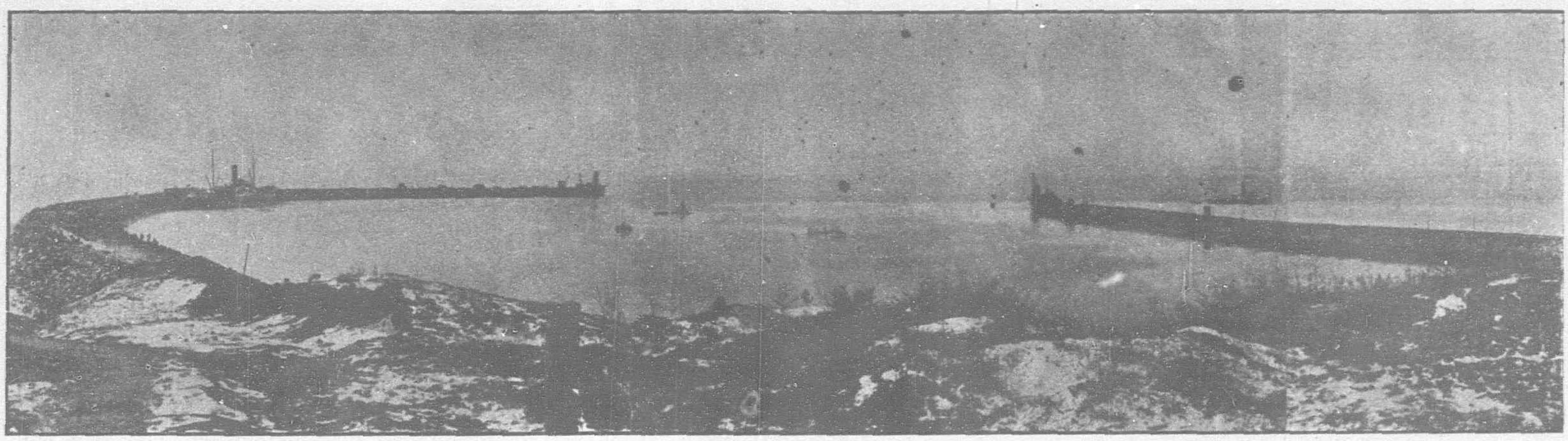
MAP OF TIENTSIN: SHOWING RAILWAY ENTRANCE

work on the balance of the road is most difficult and much tunneling is necessary. The 14-mile section from Nankow to Chatao require four large tunnels which are well under way while the line from Chatao to Kalgan has been surveyed and construction commenced.

The branches of this proposed Northern Trunk line have been but vaguely suggested, one connecting Kalgan and Jehol to the East about 200 miles, and another to the West a distance of 150 miles to Suiyuan (Kukukoti), also one connecting Tatungfu in North Shansi with Kalgan. And when the proposed extension to Kulun (Urga), a distance approximately of over 700 miles, is effected it will be divided into two sections, viz., Outer and Inner Mongolia, and all the future lines in Mongolia and Jehol will be included in this division.

The Eastern Trunk.—This division includes the Imperial Railways of North China or the Peking-Mukden line commencing at Peking and proceeding by way of Tientsin, Tongku, Shanhaikwan, Chinchowfu, Kowpangtze, Kiuliuho, Hsinmingfin and Mukden in all 521 miles n length. This line has a standard gauge of 4 ft. 8.5 in. The principal branches include the line from Peking to Tungchow, a distance of 15 miles; a branch from Kowpangtze to Yingkow (Newchwang), a distance of 59 miles; from Chingwantao to Tangho 6 miles; from Kaopetien on the Peking-Hankow line to Siling, the Western Tombs. This line is 25 miles in length and is used exclusively by the Imperial family. As previously stated the connection between the Peking-Mukden and the Peking-Hankow is made by a branch to a Changsitien from Fengtai. The South Manchurian Railway which runs north from Dalny to Changchun, a distance of 460 miles, connects at Mukden with the Eastern Trunk. The Chinese Eastern Railway, the main line of which runs for about 950 miles in Chinese territory from the border of Manchuria to Vladivostock, and the branch running South to Kwanchengtze, a distance of about 130 miles, connecting with the South Manchurian line at Changchun, thus making connection with the Eastern Trunk at Mukden. The Russians who control the Chinese Eastern and the Japanese who control the South Manchurian Railway still maintain two distinct termini and each company has a line of its own making connections between Kwanchengtze and Changchung, a distance of 5 miles. The Russian line has a gauge of five feet and the original narrow gauge of the South Manchuria has been widened to standard gauge. The feeders for the South Manchurian line include a branch from Nankwanling to Port Arthur, a distance of 29.5 miles; from Liushutun to Tafangshen, 3.5 miles; Tashihkiao to Yingkow (Newchwang) but does not connect with the Eastern Trunk, the terminus being on the opposite bank of the river from the Chinese station; Yentai-Taiking, 9.75 miles; Suchiatun-Fushun, 37.25 miles, and several short spurs to the mines; Narrow gauge line, 2 ft. 6 in., from Mukden to Antung, 186 miles, leased by Japan 1905 for 18 years and connects with the Korean terminus across the Yalu. The distance by

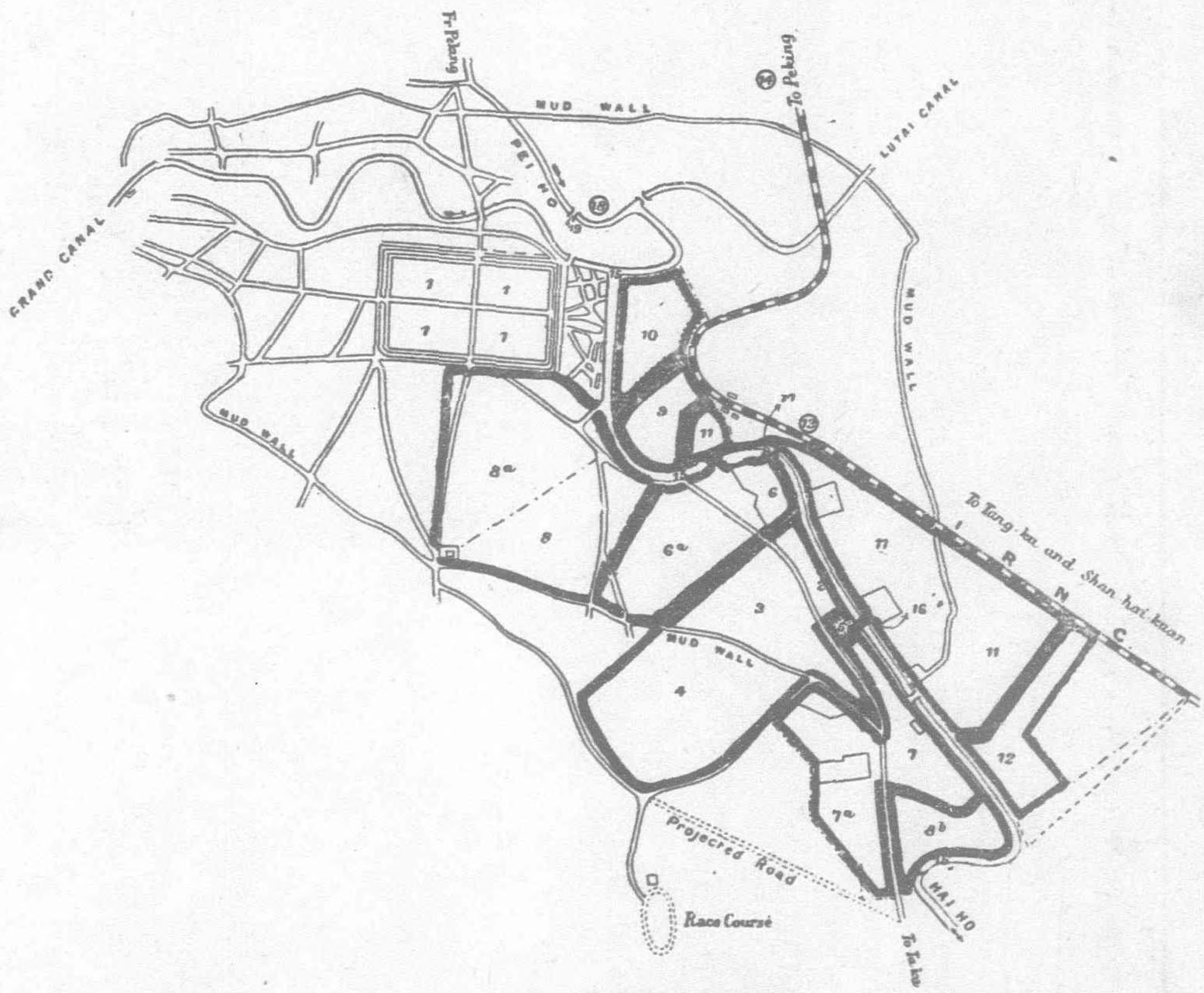
PORT OF CHINGWANGTAO OF THE CHINESE ENGINEERING AND MINING COMPANY



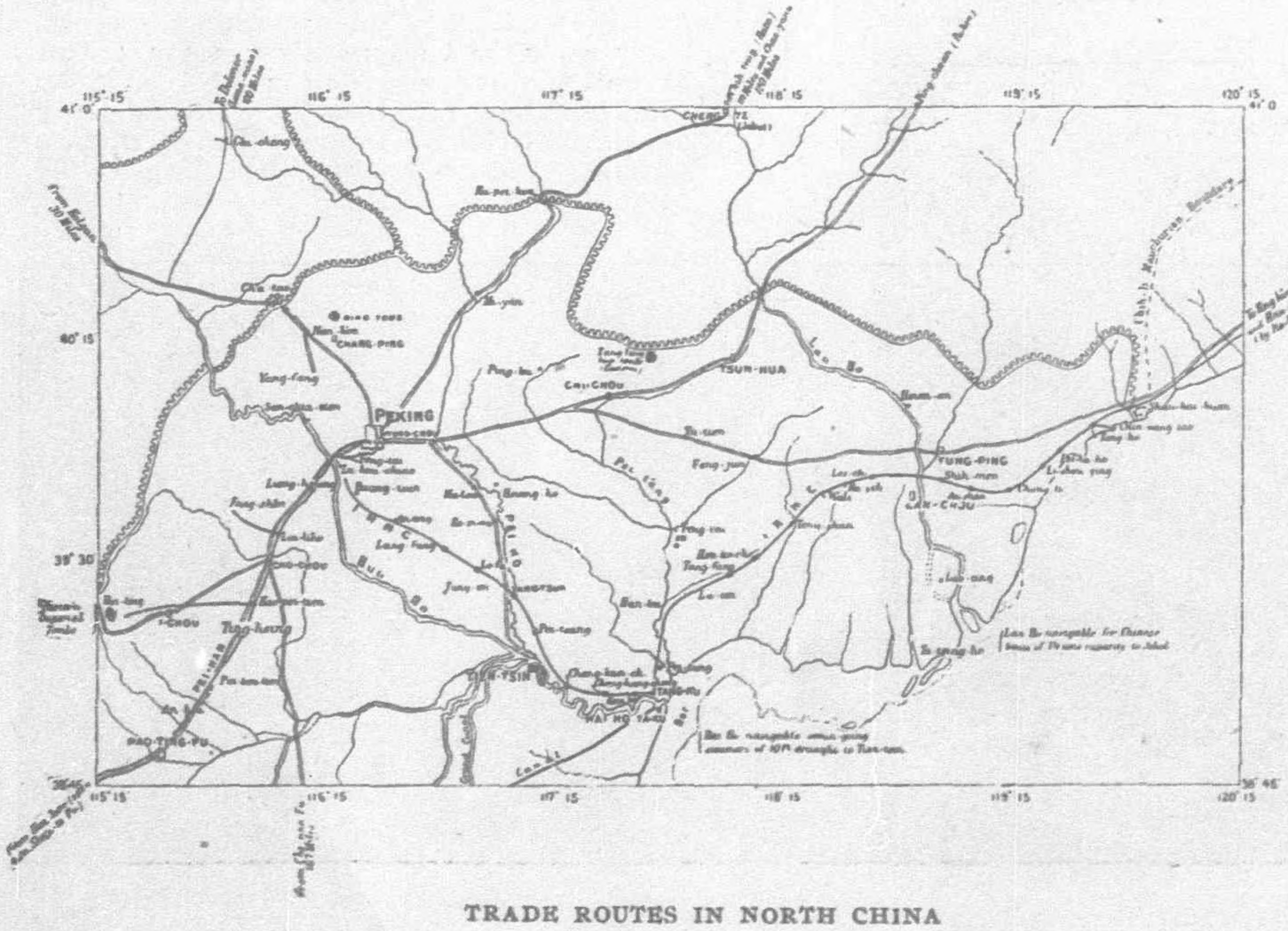
PORT OF CHINGWANGTAO, OF THE CHINESE ENGINEERING AND MINING COMPANY

rail on the South Manchurian Railway lines from Dalny to Kwangchetze is 465 miles and from Yingkow to Kwangchengtze, 330 miles. There are several projected lines in Manchuria among which are the Fakumen Railway and a line connecting Kirin with Changchun. This latter has the approval of the Chinese authorities and latest reports have it that Tls. 3,000,000 have been subscribed to carry out the work of construction. It may be built jointly by Japanese and Chinese capital and the survey is under way. The proposed Fakumen Railway which would connect Hsinmintun and Fakumen is objected to by the Japanese on the ground that it would compete seriously with the South Manchurian line. The matter is still unsettled.

Western Trunk Line.—This proposed trunk line in its relation to the other divisions into which China's Railways may be divided comprises the line connecting Chentingfu and Taiyunfu and joined with the proposed Tungpu railway; extended westward together with the proposed line between Tunkwan and Lanchow in Kansu province, and from there westward a proposed line to Ili in Turkestan. While this is as yet on paper and will take years to realize, it is the proposed Western Trunk line. The branches which will ultimately feed this proposed trunk road will commence at Taiyunfu, where a line from Tatung would tap the proposed Kalgan-Suiyan line; at Pingyang, a line to Tsechow to tap the Peking Syndicate line; at Tungkuan, a line to Loyang to connect with the Loyang-Honan Railway; from Lanchow tapping the lines converging at Hsianfu, including a line connecting Chengtu via Hanchung with Hsianfu and forming a connecting link with the Szechuan Railway and the British



MAP OF TIENTSIN

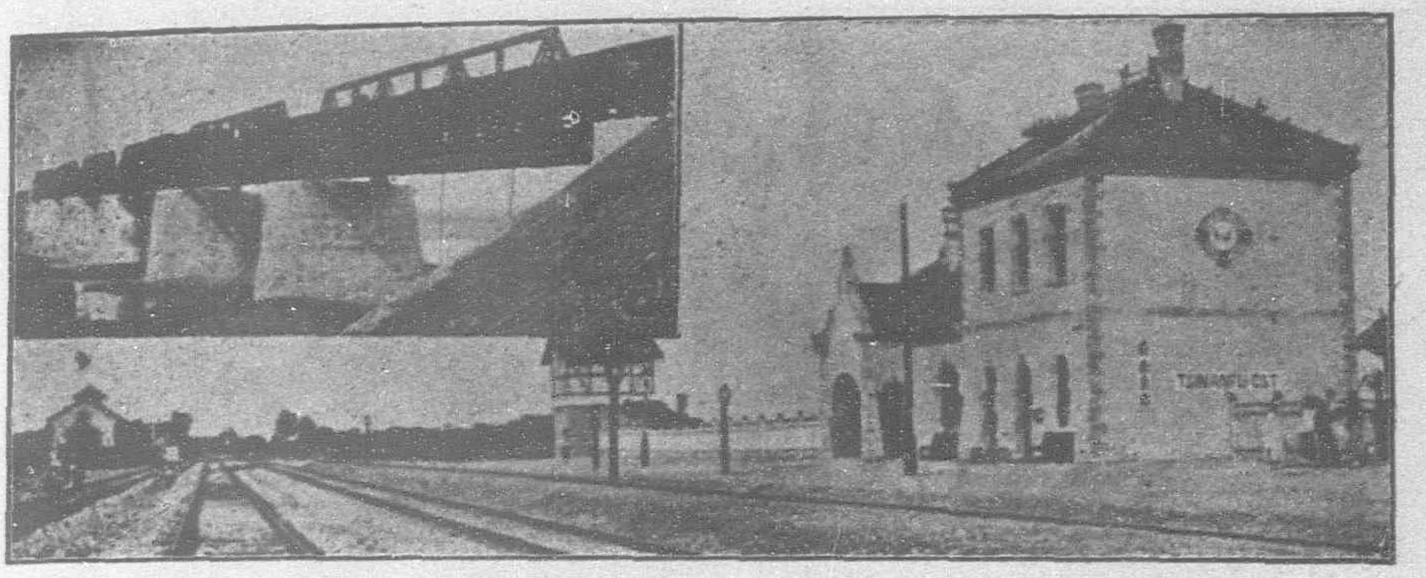


TRADE ROUTES IN NORTH CHINA

and French extensions to the south. On the West at Lanchow, lines to Tsingkai (Kokonor) Tibet and Ili in Chinese Turkestan are proposed as branch lines.

It may easily be concluded from the foregoing résumé of the different systems of railways in operation, lines being constructed or projected and the many suggested railways, designed to open up the country, that, for the present, no other branch of enterprise is engaging the attention of the Chinese Government or the Chinese people to a greater degree, and that the development of the resources of the empire will surely be measured by the progress made.

Throughout the entire history of railways in China there has been a marked conservatism on the part of the Chinese government. At first, a strong prejudice prevailed against the introduction of western ideas and western transportation methods did not escape. This prejudice has been gradually overcome and in its stead, there is a well defined national policy that has for its purpose the control by China of all its railways and, ultimately, their nationalization. The advantages of the railroad are now recognized and from almost every section of the country petitions for concessions are forwarded continually by Chinese companies to Peking. One marked feature of the policy of the Peking government is its purpose to

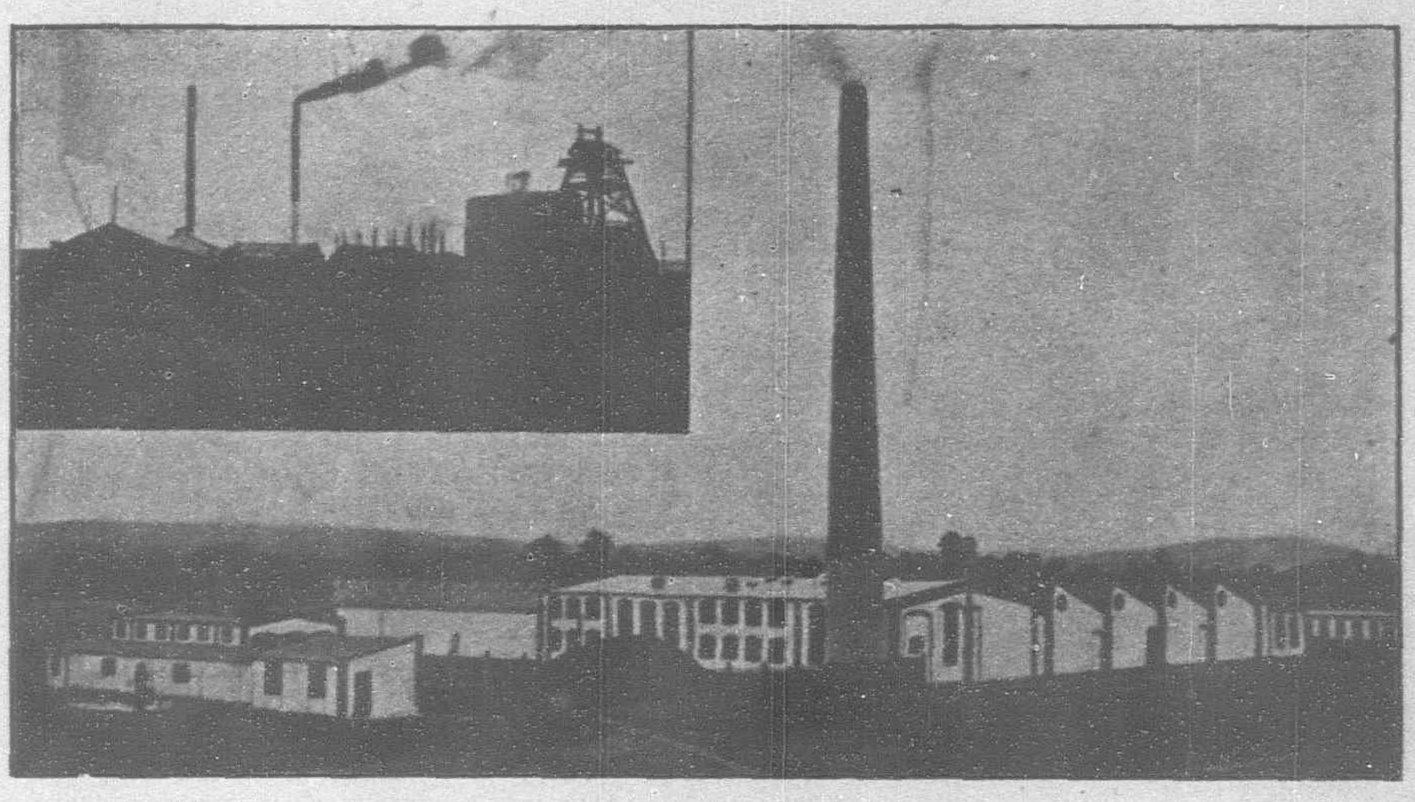


BRIDGE ON THE SHANTUNG RAILROAD, BUILT UNDER GERMAN CONCESSION, ABOUT 35 MILES FROM TSINGTAU; A TYPICAL WAY-STATION ON THE LINE

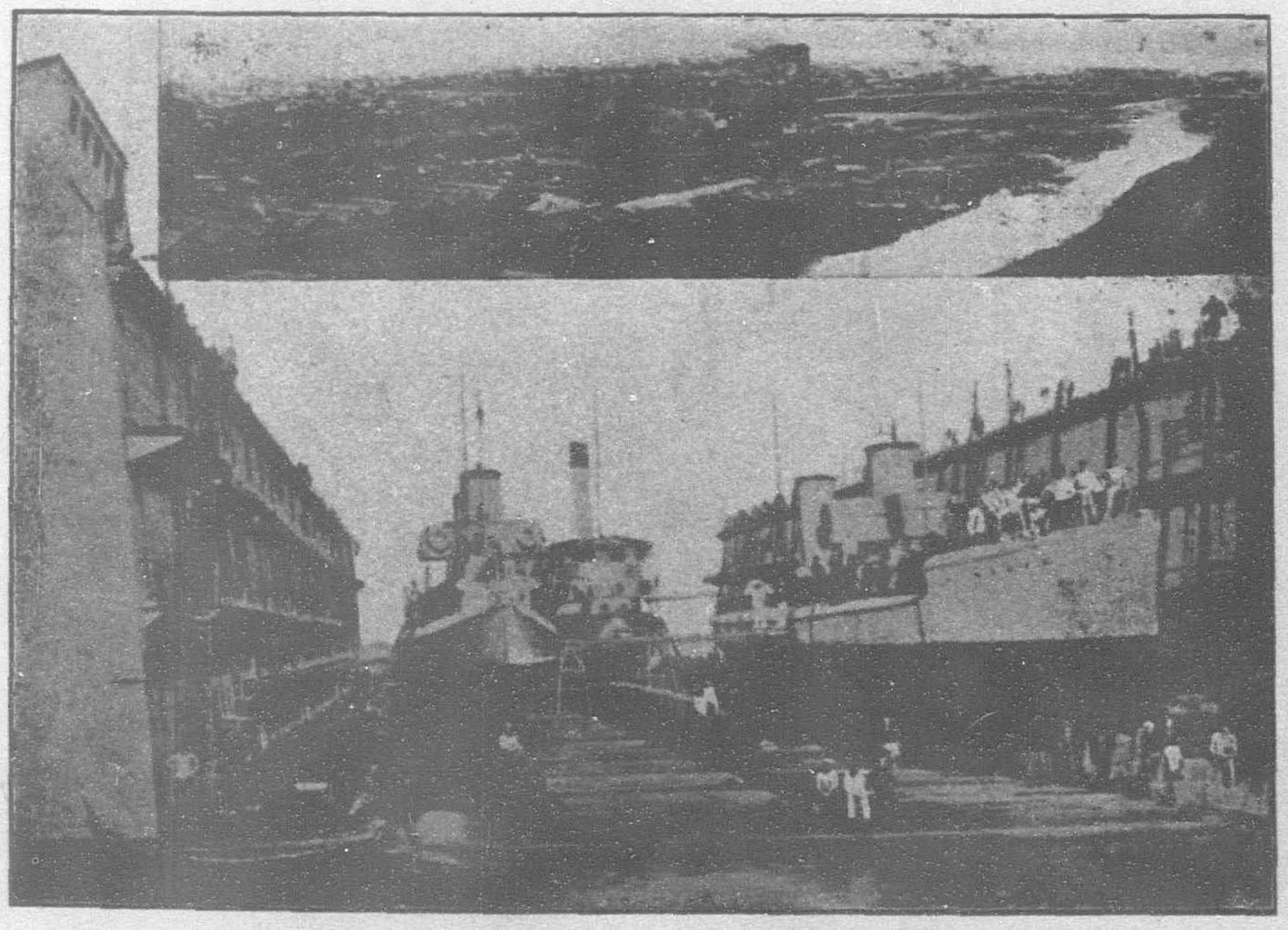
repurchase foreign concessions or to so provide in all agreements that the control should remain with the Chinese government or revert to it ultimately. There is also a movement favoring the construction and operation of the lines by Chinese engineers. In this connection it might be said that during the last two decades many young Chinese have taken engineering courses in American and European colleges and, in several instances, railroad construction has been carried on under the direction of these graduates with marked success. However, the best general results may be traced to the foreign engineers who have made a life study of railroad building and of conditions in China, co-operating with Chinese engineers and receiving the moral support of the Chinese government and the Chinese people.

When the first Woosung-Shanghai line was closed upon its repurchase by China in 1877, the prospect for railroad construction in China was not encouraging. The closing chapter of this enterprise points to the tearing up of the track with the shipment of the rolling stock, etc., etc., to Formosa and the erection, on the site of the Shanghai terminus, of a temple to the Queen of Heaven. The policy at this time was to keep foreigners at arm's length at all costs.

It was not until 1878 that any successful attempt was made to introduce the railroad. It came finally with the assistance of Director General Tong King Sing of the China Merchants Steam Navigation Company and Li Hung Chang, Viceroy of Chihli. The former was interested in securing a coal supply and the latter, while previously opposed to the Shanghai-Woosung line, became interested with Tong King Sing in establishing collieries in the Kaiping district in Chihli and, between them and their friends, the Chinese Engineering and Mining Company was formed. The first shaft was sunk at Tongshan in 1878. From this point to Pehtang the nearest port available was about 30 miles. The question of transportation became vital to the success of the company and even to Viceroy Li Hung Chang the railroad now appealed strongly. After some delay a railway was sanctioned by the Peking authorities and Mr. C. W. Kinder was appointed resident engineer in charge of construction. Suddenly for some reason the approval of this line was withdrawn.



COAL MINE AT WEIHIEN: A GERMAN SILK FACTORY NEAR TSINGTAU



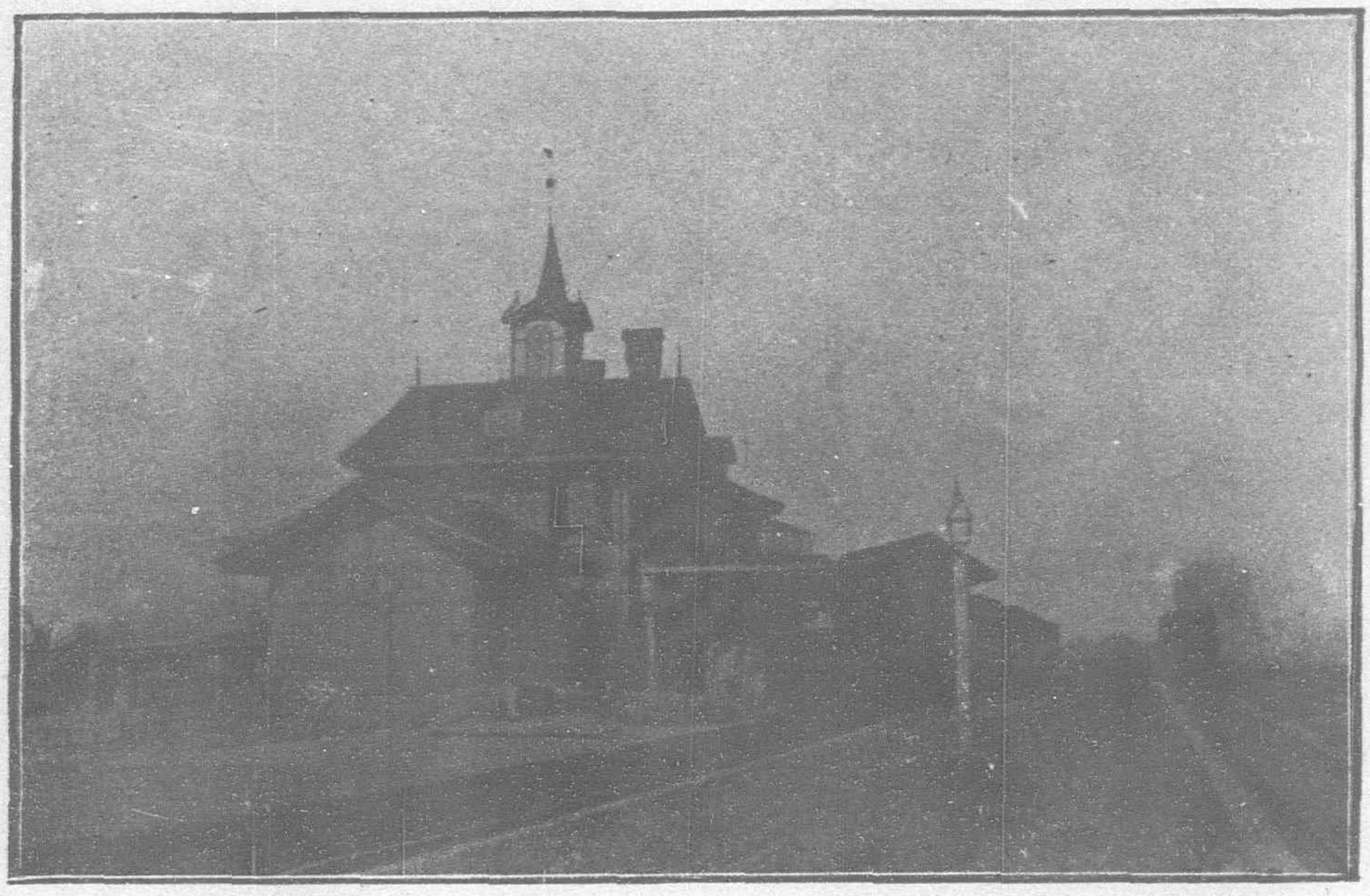
VICEROY'S ARSENAL AT HANYANG: FLOATING DOCK IN THE HARBOR OF TSINGTAU

The company, failing to secure reconsideration, proceeded to construct a canal from the colliery to Lutai, the nearest point on the Pehtang River. There were seven miles between the end of the possible canal and the colliery, and to cover this distance the Imperial authorities were induced to permit the construction of a tramway of standard gauge with the proviso, that mules only would be used for motive power. The standard gauge for this mule tramway was secured only after a hard fight by the resident engineer and in 1880 the line was completed, and the first permanent step taken in introducing the railway in China.

Mr. Kinder did not propose to depend upon mules for his tramway for lack of persistence. He had succeeded in his fight for a standard gauge and he was encouraged to fight for a locomotive. Without consulting Peking, he proceeded to build a locomotive out of a portable winding engine and old iron picked up at the mines. It was not a fancy production but it served the purpose. Its cost was approximately 500 Mexican pesos and it was christened "The Rocket of China" on June 9th, 1881, by Mrs. Burnett, wife of the Engineer-in-chief of the company. As soon as Peking heard of this monster being substituted for the mules, an order was received prohibiting its use. It took some weeks to induce the authorities to withdraw their objection, but this was finally accomplished and "The Rocket" went into commission on construction work. This was the thin edge of the wedge that made for the general introduction, slowly but surely, of railways into China, and it is of interest to note that the successs of this initial venture was entirely due to the recognition by Viceroy Li Hung Chang and Tong King Sing of the advantages of the railway for transportation purposes in opening up the rich coal deposits of Kaiping and especially so in view of the fact that each of these enterprising Chinese were personally interested in the success of the mining venture.

This initial railroad venture from the Mines to Hsukochuang was a success and two additional locomotives were secured in 1882. But Mr. Kinder saw his opportunity to extend the line. He succeeded Mr. Burnett as Engineer-in-chief in 1882 and at once began to urge the extension of the tramway to Lutai and succeeded with the assistance of Viceroy Li Hung Chang, now impressed with the value of the railroad. The Kaiping Railway Company was formed with a capital of $250,000 to take over the tramway and carry out the construction of the extension. A Chinese member of the British bar named Wu Ting Fang was given the management of the company and work was begun at the Hsukochuang end in 1886 and six months later it was completed and rolling stock, including an American locomotive and forty ten ton coal cars, purchased.

Then Viceroy Li Hung Chang became the champion of railway extension in earnest and



CHINESE IMPERIAL RAILWAYS: SHANGHAI-NANKING LINE—THE STATION AT SHANGHAI

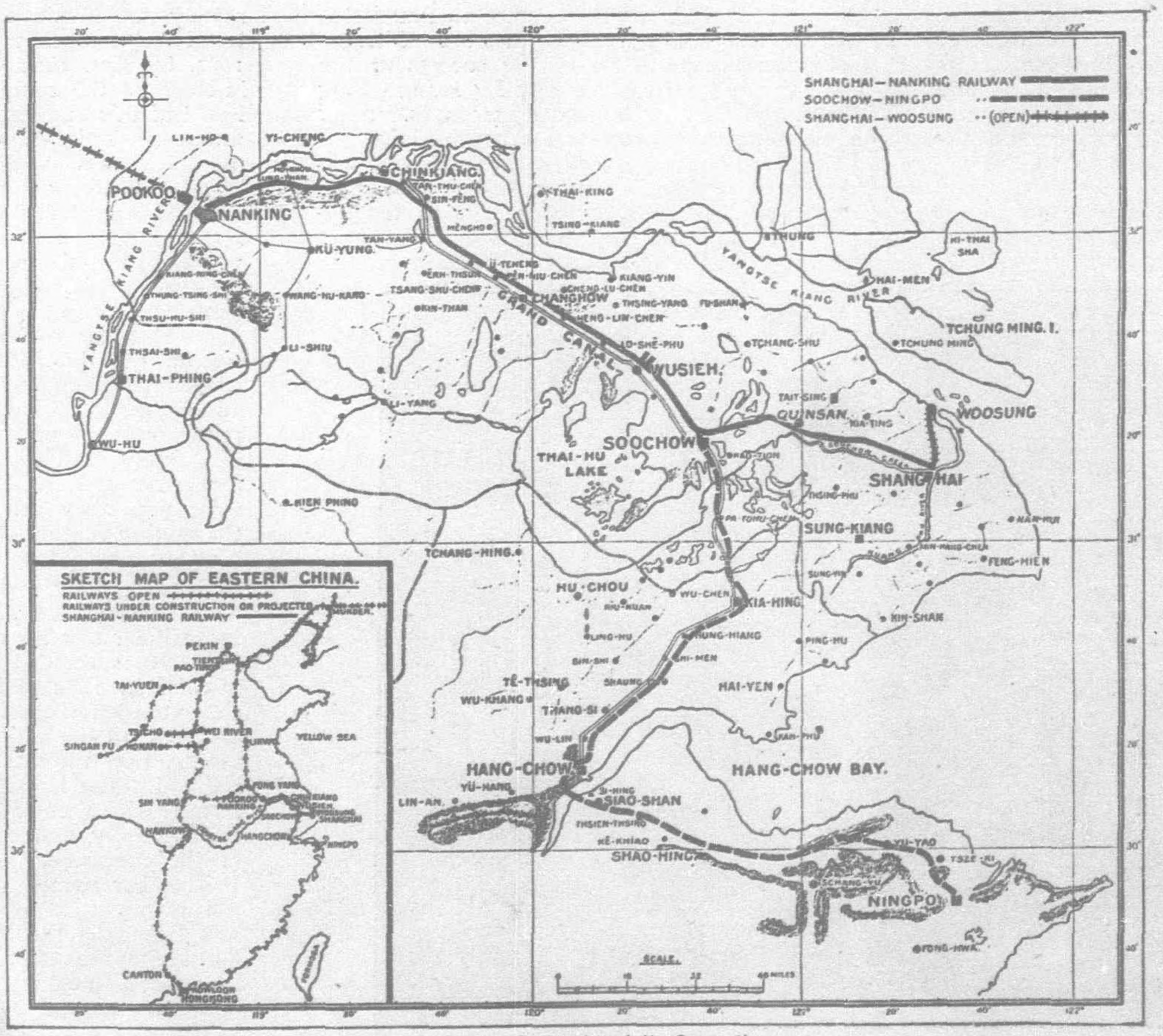
by the time this line was completed to Lutai, the viceroy had a memorial before the Imperial authorities urging the extension of the line to Tonghu and on to Tientsin on the grounds that such a road was a military necessity and would tend to the better protection of the empire from invasion. This fortunately struck the right chord and the scheme was approved and directed executed. The name of the company was changed to the China Railway Company and a prospectus issued asking for subscriptions of Tls. 1,000,000, the Hongkong and Shanghai Banking Corporation being made bankers. This prospectus was endorsed by the Viceroy, but notwithstanding this influence it was with great difficulties that the promotors financiered the scheme. The section to Tongku was completed in April 1888; in August, Tientsin was reached; in October the viceroy inspected the entire line, and in November two trains passed daily between Tongshan. The item of cost of construction of this line was exceeding low. It averaged about £5,000 a mile.

Permission was then asked to extend the railway from Tientsin to Tungchow, a point about 12 miles east of Peking as well as to extend the line eastward to Shanhaikwan. This roused the reactionary party at the capital who opposed the Tungchow extension on the ground that it would expose the capital to foreign attack. This fight against the extension was carried to extremes and resulted not only in blocking the decree but by inciting the junk owners to the extent that the bridge over the Peiho at Tientsin, then being constructed to connect the foreign settlements with South Tientsin, was directed destroyed by the viceroy to quiet the people. But the extension to the east were completed to Kuyeh in 1890. In 1891 the extension to Shanhaikwan was authorized and the Chinese Imperial Administration was formed with Mr. Kinder, Engineer-in-chief, to carry on the work which was completed in 1894.

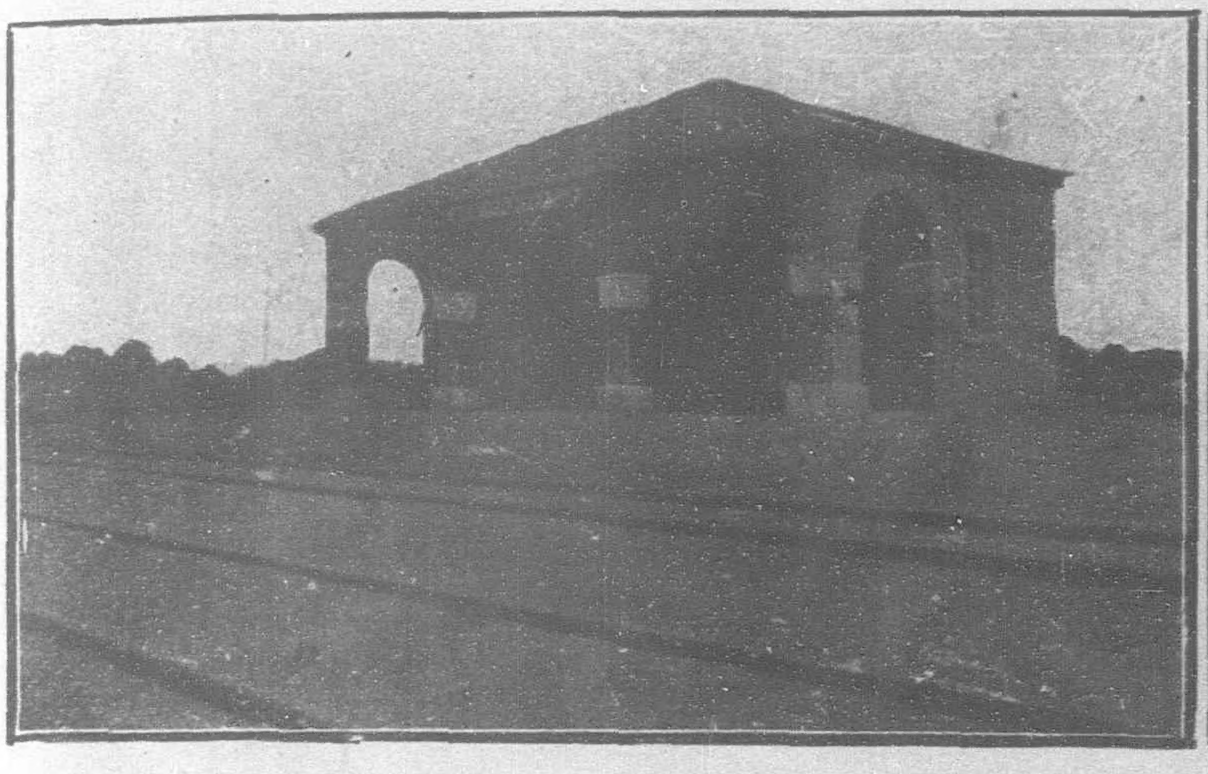
In the meantime permission had been granted to continue the railway to beyond the great wall, and in 1894, at the outbreak of the war with Japan, the line had been constructed to 40 miles beyond Shanhaikwan. The following year the war was concluded by the treaty of Shimonoseki at which His Excellency Li Hung Chang represented China. Upon his return he took up the matter of the Tungchow extension, the sanction for which had been withdrawn in 1888, with the result that it was renewed with a change of terminus to Lukouchiao and construction began in 1895. The line however was not built to Lukouchiao, but to Fengtai and from there later to Machiapu. This change was made without authorization, but was accepted by the Chinese apparently without protest.

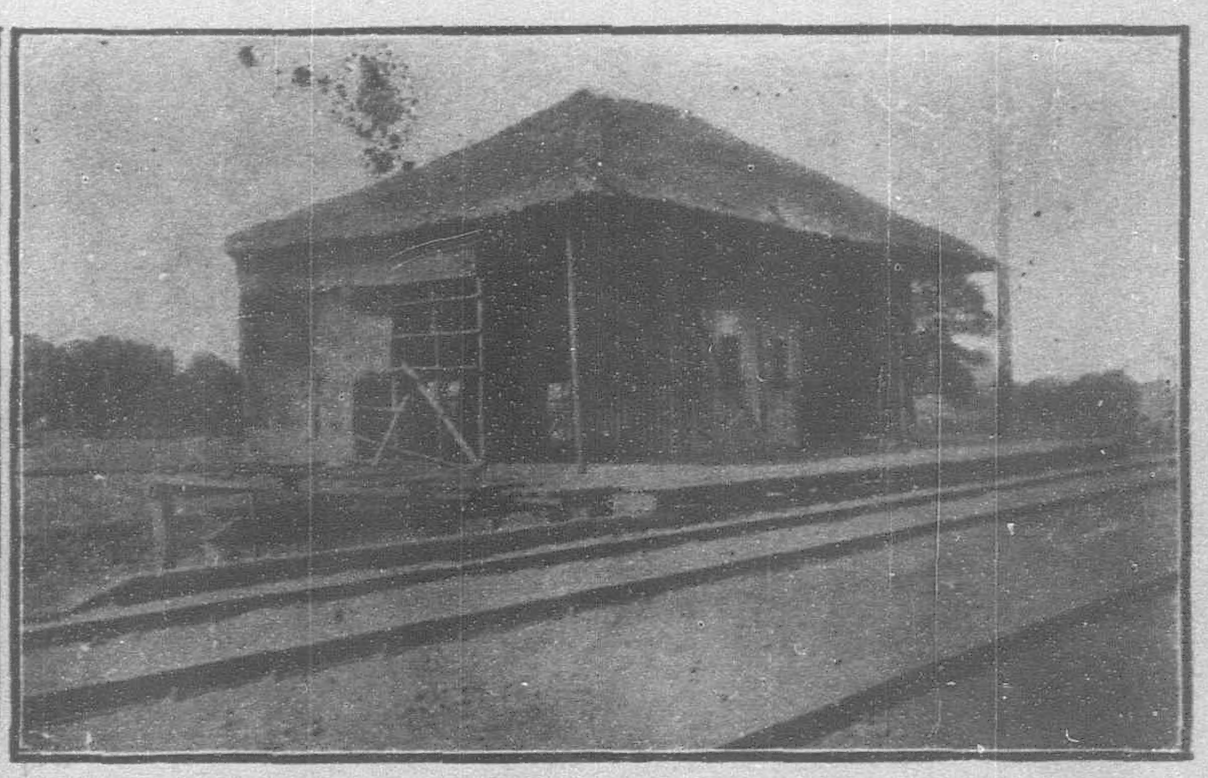
In the meantime the line of the China Railway Company from Tientsin to Kuyeh was taken over by the Imperial Railway Administration and the shareholders of the company were reimbursed for their script by government bonds bearing five per cent. Up to this time the liabilities of the Imperial Railway Administration was Tls. 2,540,000 divided as follows:

Hongkong-Shanghai Banking Corporation advances, Tls. 1,240,000; due the Russo-Chinese Bank, Tls. 600,000, and due the Deutsche-



The Shanghai-Nanking Railroad and its Connections.



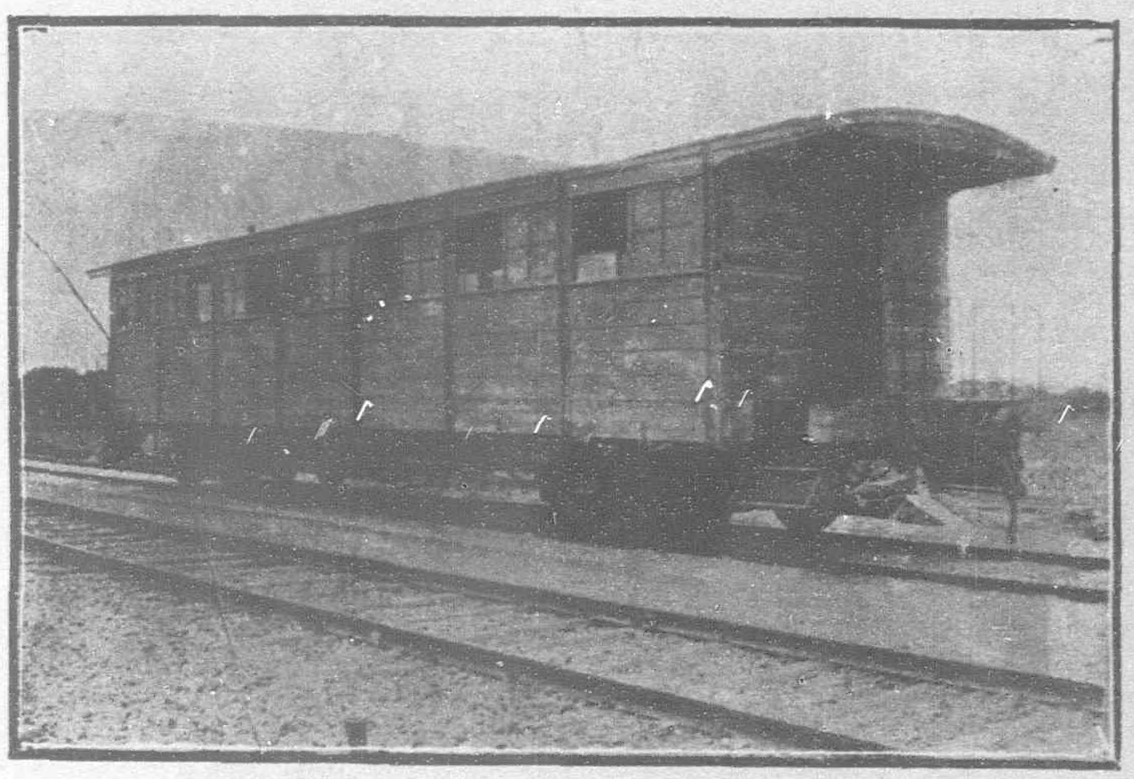


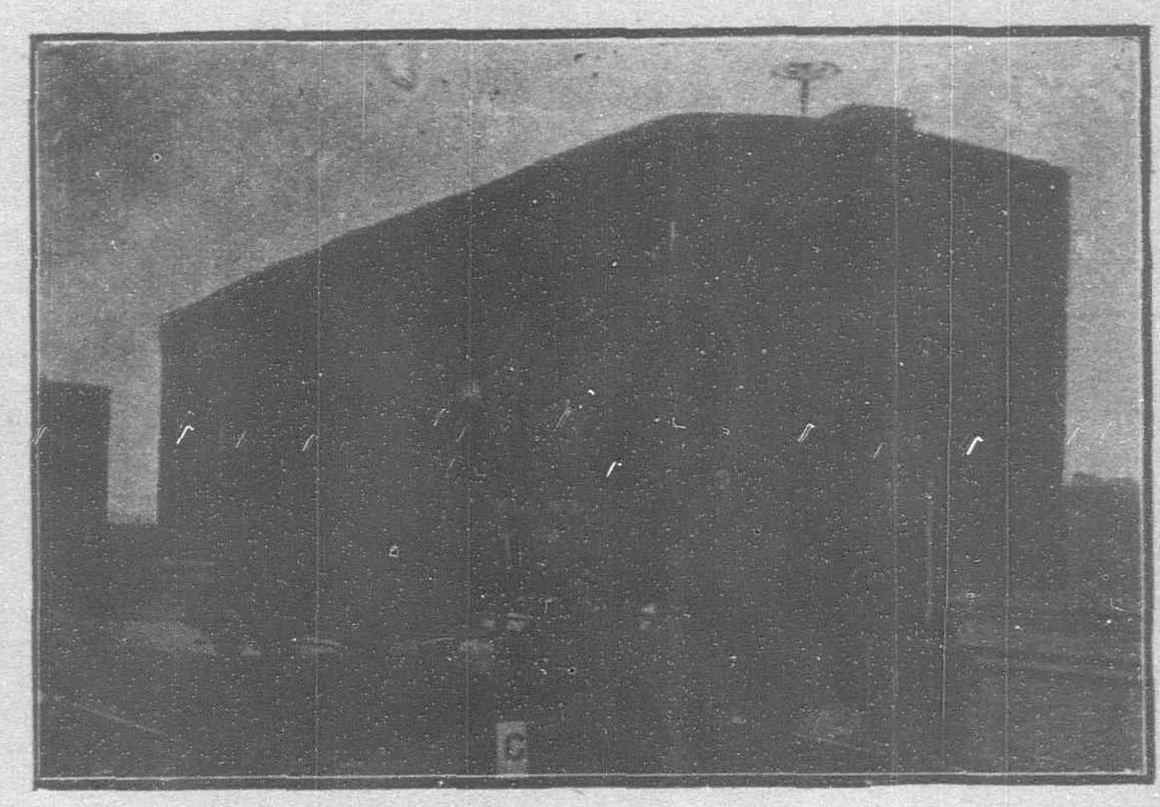
IMPERIAL CHINESE RAILWAYS.—CANTON-HANKOW LINE

STANDARD THIRD CLASS STATION BUILT BY CHINESE

STATION BUILT BY THE AM. CHINA DEVELOPMENT CO.

Asiatische Bank, Tls. 700,000. To take up these liabilities and carry on the extension to Hsinminting, it became necessary to float a loan, and for this purpose Hu Yen Min, the governor of Peking and Director General of the Chinese Imperial Railway Administration, to Hsinminting, and a branch line to Yingkow, and for the redemption of previous loans to the Tientsin-Shanhaikwan and Tientsin-Lukouchiao lines." Then followed a Russian protest on the ground that it interfered with Russian rights in Manchuria. The Russo-Chinese Bank by which Russia agreed not to seek railway concessions in the Yangtze valley. The reference to the construction of the line to Hsinmingting provided that it should be built by China and that European engineers be allowed to inspect the work. The loan agreement



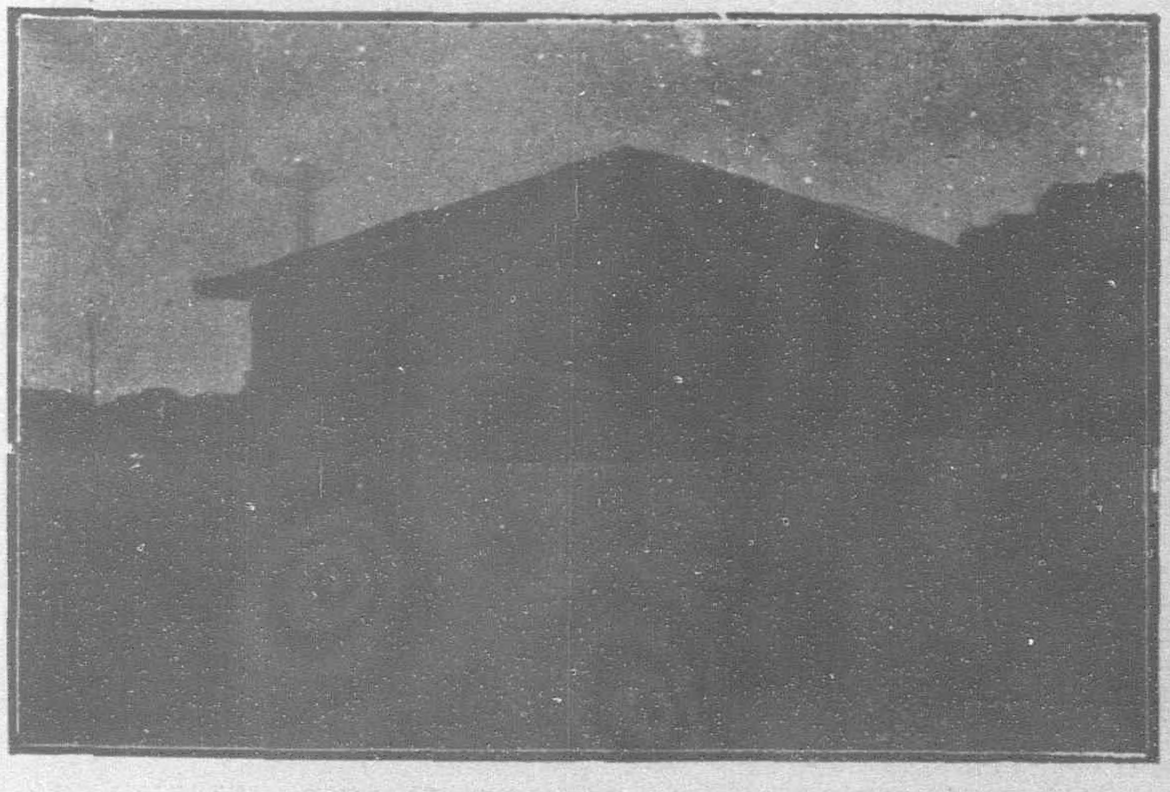


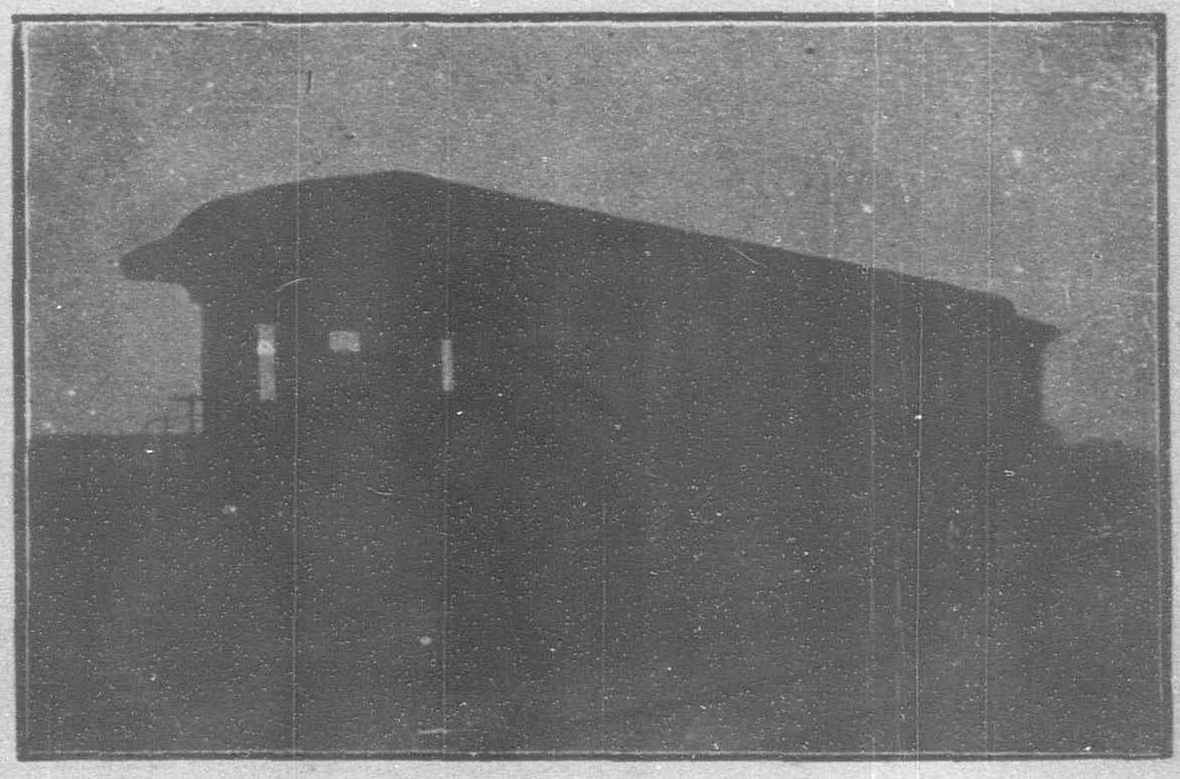
IMPERIAL CHINESE RAILWAYS.—CANTON-HANKOW LINE

OLD SECOND CLASS CAR NOW USED AS THIRD CLASS

A BOX CAR

with the British and Chinese Corporation, a Syndicate formed by the Hongkong and Shanghai Corporation and the firm of Messrs. Jardine, Matheson & Co., and a loan for Tls. 16,000,000 to be used as implied in the contract: "For the construction of a railway line from Chunghousa entered into competition to handle the loan on more favorable conditions. Finally the matter was adjusted and an understanding arrived at by which Russia was practically recognized as having the right to extend her railway interests to South-Western Manchuria and was, however, signed June 15th, 1898, and construction commenced in the autumn of the same year. After overcoming many difficulties the line was extended to a point 30 miles beyond Yingkow by February 1900. From Kaopangtzu the line was then extended

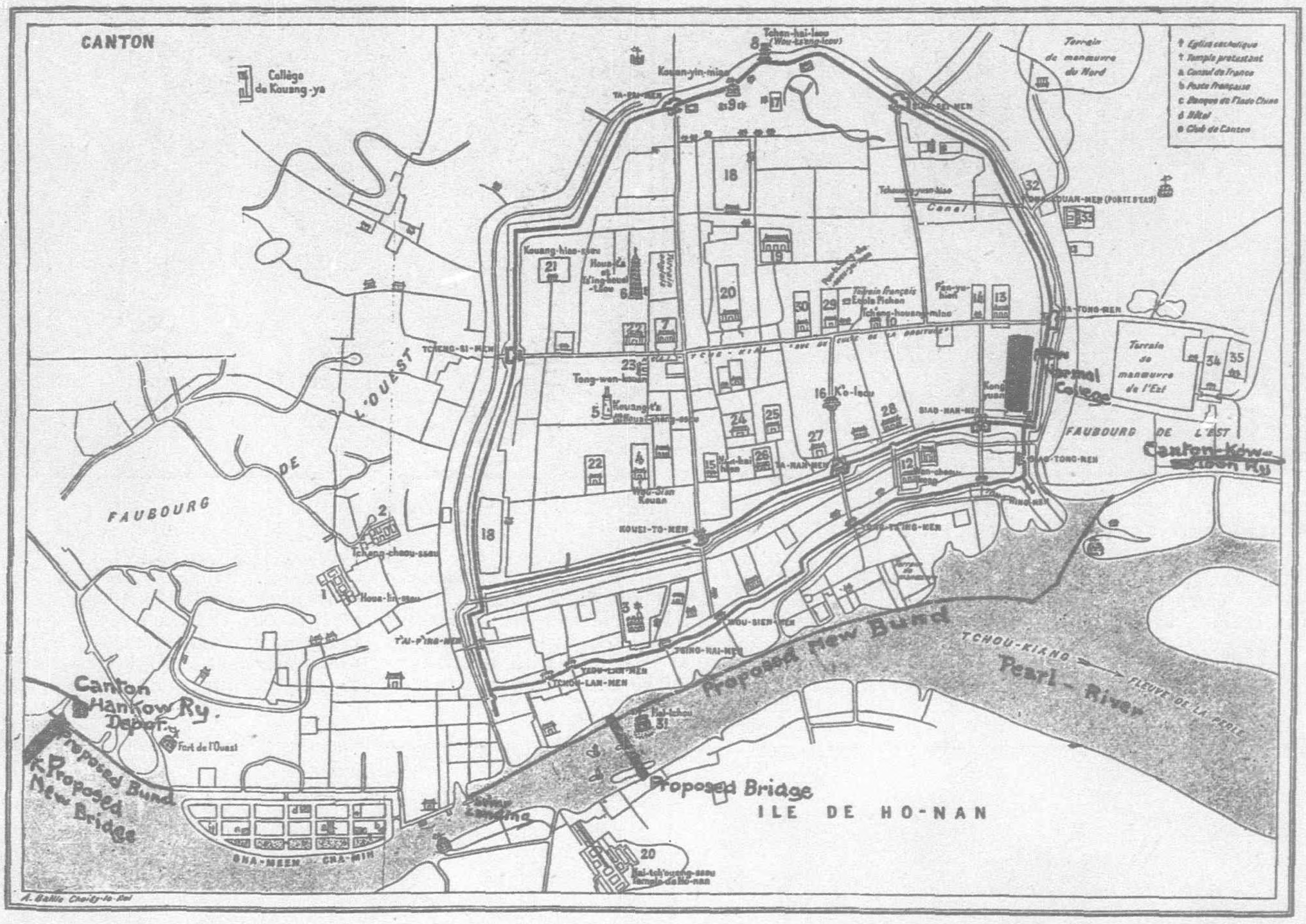




IMPERIAL CHINESE RAILWAYS: CANTON-HANKOW LINE

FIVE EYE BRIDGE STATION

A FIRST CLASS COACH



MAP OF CANTON

further for 20 miles when the Boxer troubles intervened.

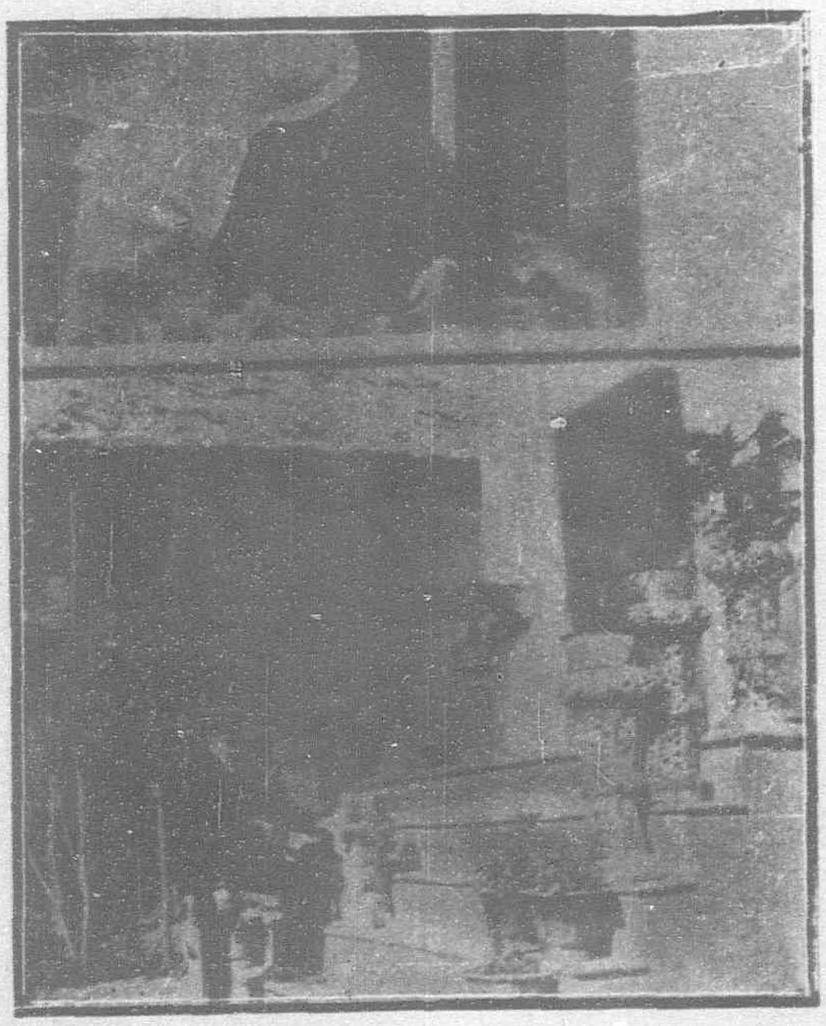
In the meantime, Hu Yen Mei was succeeded by Chang Yen Mao. The latter was not in sympathy with Engineer-in-Chief Kinder and not a few attempts were made to have Mr. Kinder removed, but without success, and it must have been gratifying to this successful and enterprising engineer and railway pioneer that his services were recognized by his sovereign at this time and as a mark of Her Majesty's esteem created a Companion of the Order of St. Michael and St. George.

The boxer troubles interfered greatly with the program under way and the invasion of the allies for a time threatened international complications over the line. The council of the allied admirals gave over the control of the Tientsin-Tonghu section to the Russians. The latter later assumed control of the Tientsin Yangtsun section but found the British established at Fengtai. The strained relations between the British and Russians was somewhat accentuated by the proposal of Count von Waldersee to give the Russians the supervision of the Yangtsun-Shanhaikwan section and the German military to take charge of the Peking-Yangtsun. The British landed at Shanhaikwan in September, and in October a Russian force arrived and claimed the line from Newchwang to Tonghu by right of conquest. Count Waldersee's order was revoked soon afterwards and by January, 1901, an agreement was arrived at by the different powers whereby the Russians retired and the Peking-Shanhaikwan section was turned over to the British the latter part of February. In March there were more conflicts of interests in Tientsin, but a clash was avoided and while the differences were engaging the British and Russian governments the British Railway Administration was busy repairing the line. In August, 1902, the provisional military government in Tientsin retired and Viceroy Yuan Shih Kai took charge and it was not until October, 1902, that the British Administration assumed charge of the Shanhaikwan-Newchwang section to be turned over later to the Chinese Imperial Railway Administration. During the period that the British Administration was in control a twelve mile branch was built to Tungchow at a cost of £30,000.

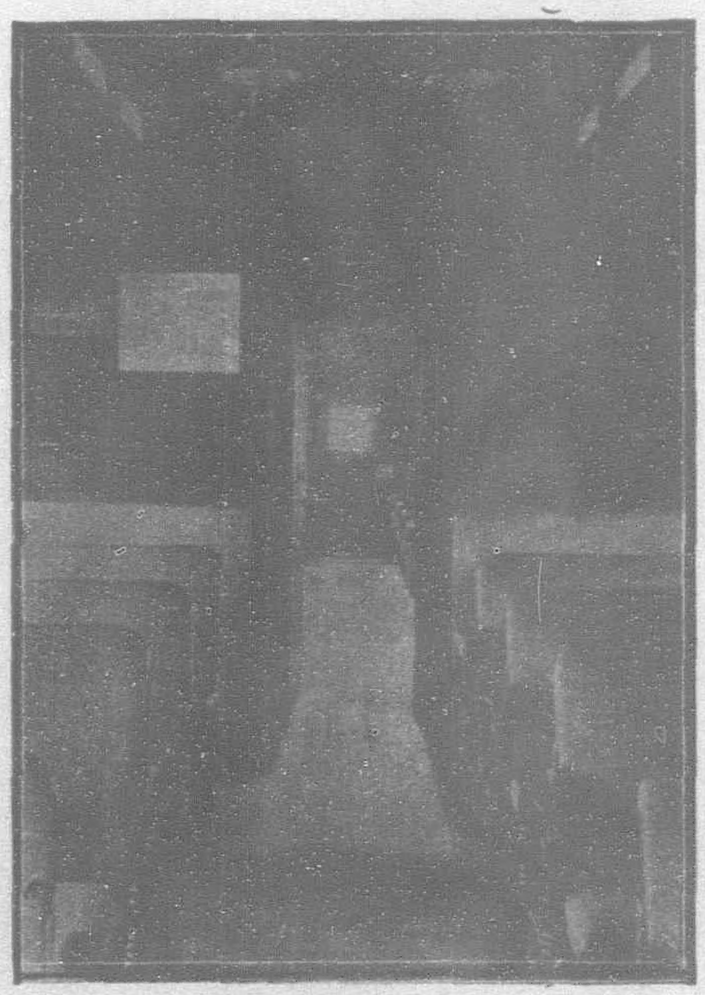
With the renewal of active construction after the Boxer troubles the line was completed to Hsinminting in the latter part of 1903. An estimate of the cost and equipment of this line, a distance of 588 miles in all, is placed at about $40,000 gold a mile. The net revenue for this line has given a return of 4.75% on capital invested, for 1903; 7% for 1904; 20.75% for 1905 and 18.25 for 1906.

The connection between Hsinminting and Mukden is a narrow gauge built by the Japanese during the Russian-Japanese war and taken over in 1907 by purchase by the Imperial Railway Administration.

The building of the six mile branch from Tangho on the Peking-Sanhaikwan line to Chinwangtao, a few miles to the South of Shanghaikwan, was another addition to the facilities of the line as a result of the Boxer troubles. Chinwangtao is an ice free port and much of the supplies for the allies was landed there. In 1901 when the Chinese Engineering and Mining Co., Limited, was organized under British law and took over the holdings of the old company, by arrangement with the Admiral in command, this company took the railway over. Since that time it has been



CANTON-HANKOW LINE.—QUARTERS OF THE SUPERINTENDENT, MR. J. LIND.



CANTON-HANKOW LINE.—INTERIOR OF FIRST CLASS COACH

(*Mee Cheung, Photographer.*)

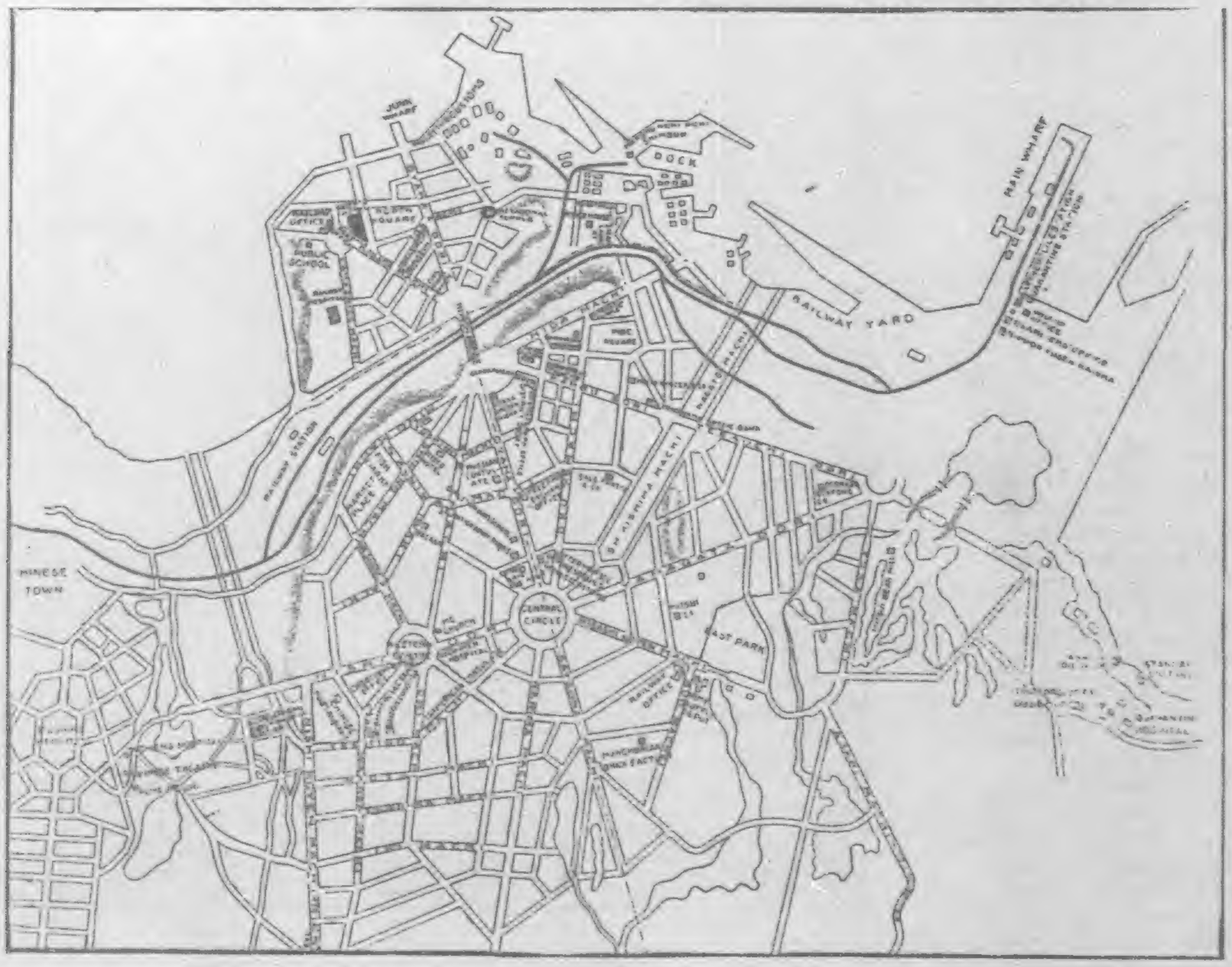
KOWLOON-CANTON RAILWAY, BRITISH SECTION

THE ENGINEERING STAFF

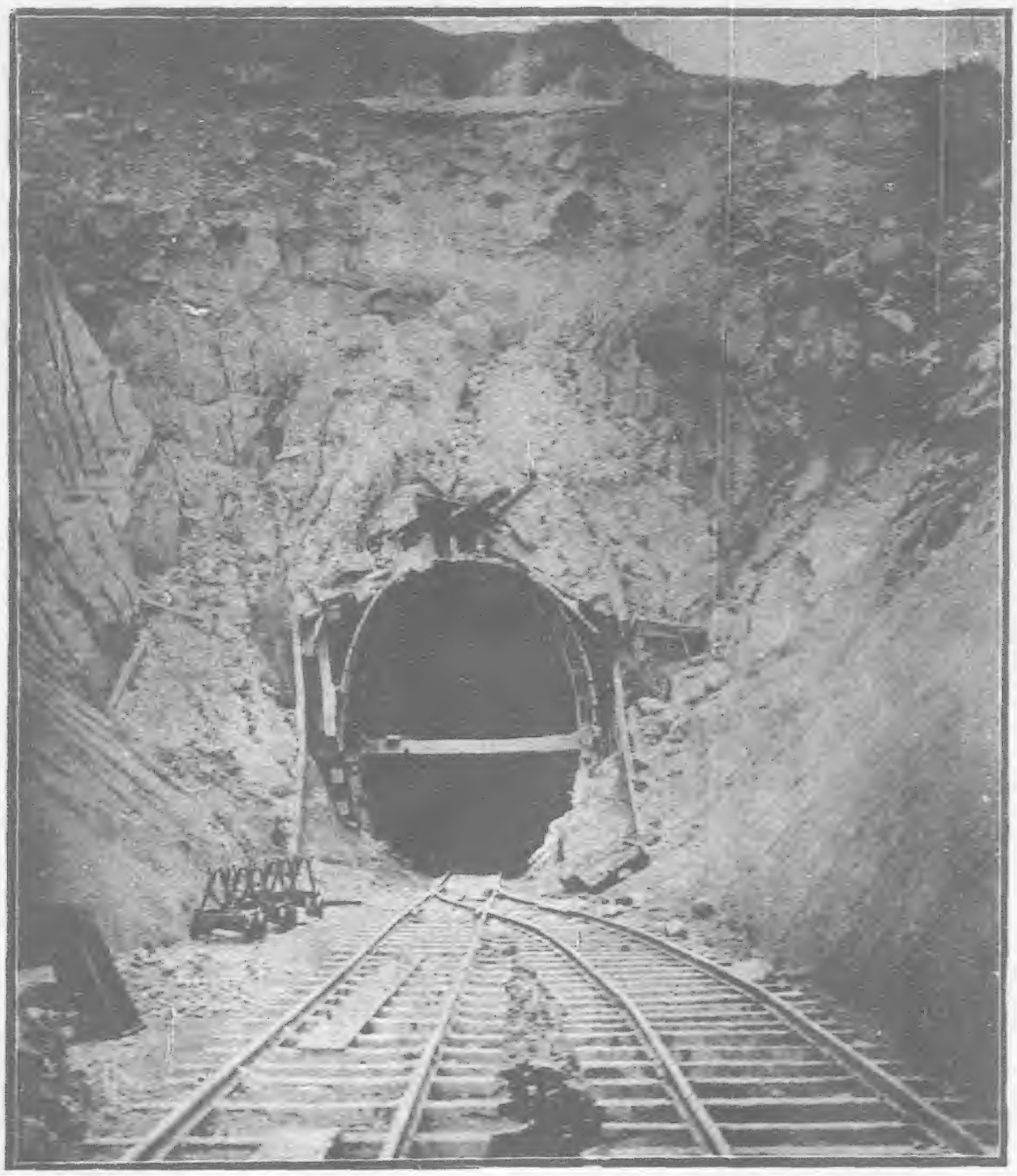
greatly improved and the port facilities enlarged at a cost of £220,000.

The Chinese Eastern Railway.—The agreement between the Chinese Government and the Russo-Chinese Bank for the construction and management of the Chinese Eastern Railway Company was signed September 8th, 1896. The company was to be organized with a capital of 5,000,000 roubles, to be subscribed to by Russian and Chinese subjects exclusively. It also provided for the survey of the line through Manchuria towards Vladivostock covering a distance of about 950 miles in Chinese territory and its construction. The gauge provided for was five feet. The line was to be the property of the company for 80 years upon the expiration of which time it reverted without cost to China. It also provided for the repurchase of the line in 36 years after it was put in operation at a price representing the cost of the line and interest. It further provided that upon the opening of the line for traffic the company would pay the Chinese Government the sum of Tls. 5,000,000.

In the spring of 1897, work of construction was started and the same year the city of Harbin was founded and made the headquarters



MAP OF TAIREN (DALNY)



(*Mee Cheung, Photographer.*)

KOWLOON-CANTON RAILWAY, BRITISH SECTION

ENTRANCE TO BEACON HILL TUNNEL

of construction. The following year, Russia secured a lease from the Chinese Government of the Liaotung peninsula extending over a period of 25 years and with it, a concession to the Manchurian Railway Company to construct a southern line from Harbin to Port Arthur of five foot gauge. The construction of the line was pushed rapidly and by the date of the Boxer outbreak, with the exception of a number of bridges it was practically completed. During this trouble much of the line was destroyed and especially between Harbin and Port Arthur. The work was, however, renewed with vigor and in the fall of 1901 the entire Chinese Eastern Railway connecting the Trans-Siberia with Vladivostock across Manchuria and the line south from Harbin to Port Arthur was completed. This system in Manchuria in all measured about 1,600 miles.

The war between Russia and Japan broke out in 1904 and the Japanese early seized the line to a point above Mukden. By the Portsmouth Treaty in 1905 the control of the line from Port Arthur to Kwangchengtze passed to the Japanese. The gauge was reduced by Japan during the war to a narrow gauge to suit the Japanese equipment and a light railway was constructed between Mukden and Antung for military purposes.

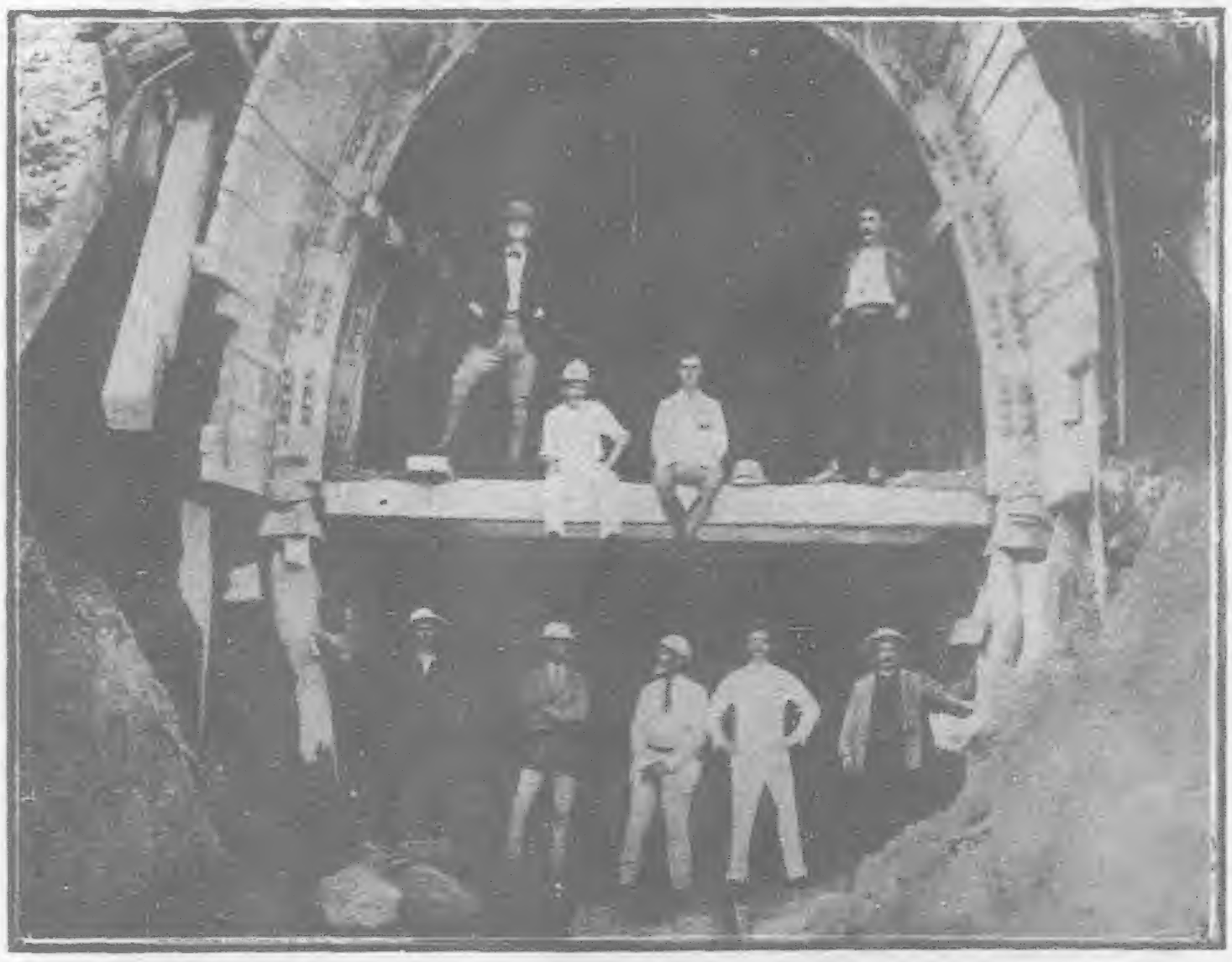
With the transfer of the railway to Japan preliminary agreements were entered into for the construction of a branch from Kwangchentze to Kirin by Japanese and Chinese capital; for the transfer of the Mukden-Antung line and providing for its construction as a standard gauge. The Mukden-Antung concession extends over a period of 18 years when it reverts to China upon payment of a price decided by arbitration.

To carry out the substantial program outlined, the South Manchurian Railway was organized with a capital of Yen 200,000,000 to take over the interests of the Japanese government and improve the property. A loan was floated to equip the line with rolling stock and widen the military narrow gauge to a standard gauge, and to double track between Dalny (Tairen) and Suchatun, a distance of 235 miles. All this work has been practically accomplished and a splendid service has been inaugurated.

Peking-Hankow Railway.—The history of the Peking-Hankow line may be said to begin with the declared policy of Chang Chih Tung that China should first devote her energies to the construction of trunk lines as the initial step in the development of her railways, when the memorial was presented asking for permission to extend the North China Railway to Tungchow in 1889, at which time he advocated a trunk line connecting Hankow and Lukouchao. The only hope of carrying out the scheme was to secure the assistance of foreign enterprise. Several companies were organized and submitted proposals and finally these simmered down to the consideration of a proposal from a group of American financiers, one from British capitalists, and another from the Belgian Syndicate. At this time Taotai Sheng Kung Po was director-general, having been placed in charge by Imperial edict, in 1896, of the projected line.

It appears that the American and British proposals were too precise in regard to certain stipulations or appeared so to Chang Chi Tung and Sheng Kung Pao, and especially so in view of the fact that the Belgian Syndicate were willing to meet every wish of the Chinese Government without question. The result was that the agreement between the Belgian Syndicate and the Chinese Government was signed in June 1897 by Sheng Kung Pao. The Syndicate soon found, however, that in order to financier the project in Europe, it would be necessary to secure improved terms from the Chinese government.

Finally, the arrangement was revised and ratified at Peking. The agreement in this form provided for the issue of a loan of francs 112,500,000 bearing interest at 5% and to be amortized within twenty years after 1909. The Chinese Government were given the right to repay the loan in or after 1907, thereby cancelling the agreement. The Imperial revenue and profits of the railway were made



(*Mee Cheung, Photographer.*)

KOWLOON-CANTON RAILWAY, BRITISH SECTION

ENGINEERING STAFF AT TUNNEL HEAD

(*Mee Cheung, Photographer.*)

KOWLOON-CANTON RAILWAY, BRITISH SECTION.—FINISHED ENTRANCE TO BEACON HILL TUNNEL

security for the loan and the financial arrangements were placed in charge of the Russo-Chinese Bank. In this connection, there is every reason to believe that French and Russian influence combined to the furtherance of the Belgian Syndicate's interests during these negotiations with the ultimate purpose of securing a link in the Peking-Hankow for a railway through the empire. A proposal was made by the China Association that the British Government should guarantee a loan covering the construction of the line in order to checkmate Russia and France. These efforts were of no avail. The Belgian Syndicate secured a working agreement covering a period of 40 years with full control of the line. When the loan was floated the fact that over three-fifths was subscribed in Paris confirmed the belief in the injection of Russian and French influence. And it was about this time that Russia renewed her efforts to secure a concession for a railway from Peking to some point on the Siberian line, but without success.

Previous to 1899 and before the Belgians took over the work of construction, the Imperial Railways of North China had surveyed the line south from Lukouchiao to Paotingfu under the direction of Mr. Kinder and Mr. T. J. Bourne in 1896 and the work practically completed. On the Hankow end, Chinese engineers had constructed a few miles. In connection with this construction, it is of interest to direct attention to the fact that much of the steel was supplied by the Hangyang Government Iron and Steel Works.

Construction began under the Syndicate in 1900 and was soon interrupted by the Boxer troubles. When peace was restored, the line was extended to the Chienmen gate at Peking and the name changed from the Lu-Han line to the Pe-han line. The construction was then pushed so rapidly that by the fall of 1905, the line was opened for traffic with the exception of the bridge over the Yellow River, the construction of which presented many serious engineering problems. The length of this bridge is 3.03 kilometers.

This line is a standard gauge, the steel used is 85 pounds furnished by the Hangyang Iron and Steel Works and the approximate cost per mile construction was $35,000 gold. The length of the line is about 756 miles. Recently a movement was inaugurated to arrange a loan for the purpose of redeeming the line from the Belgian Syndicate.

Hankow-Canton or Yueh-han Railway.—The concession for the construction of this line which is to connect Canton and Hankow was granted to an American syndicate in 1898, and, under the contract entered into, the syndicate, which was formed by Mr. Calvin Brice under the name of the American-China Development Company, undertook to furnish funds to the amount of $20,000,000 to be secured by the issue of Imperial gold bonds at 90 and drawing interest at 5% subject to redemption at the option of the Chinese Railway Company, the title of the company formed for the purpose of concluding the agreement to which Mr. Wu Ting Fang signed as director-general on behalf of Sheng Kung Pao. The Development Company was to receive 5% of the cost of construction for supervision and share in 20% of the net profits. Three years were given for the completion of the work. Great opposition was met with from the Chinese authorities of Hunan when the survey was attempted and it was suggested that a route through Kiangsi be chosen. The chief engineer, Mr. Parsons, refused to accept this suggestion and under imperial protection the Honan section was surveyed. The line between Wuchow and Canton by the Parsons survey is 742 miles in length and includes the Samshui extension. Another line was run to the Pinghsiang mines from Chuchow and which has since been constructed and operated by the Chinese.

It was found, however, that the estimate of the cost upon which the original loan was based would not cover half the cost and it became necessary to have the agreement amended so as to increase the loan to $40,000,000. This was fought by the French and Belgian interests but without success and the Development Company not only secured an increase in the amount of the loan but an extension of time to five years. This was ratified by the Chinese government in 1900. A clause was also inserted prohibiting

(*Mee Cheung, Photographer.*)

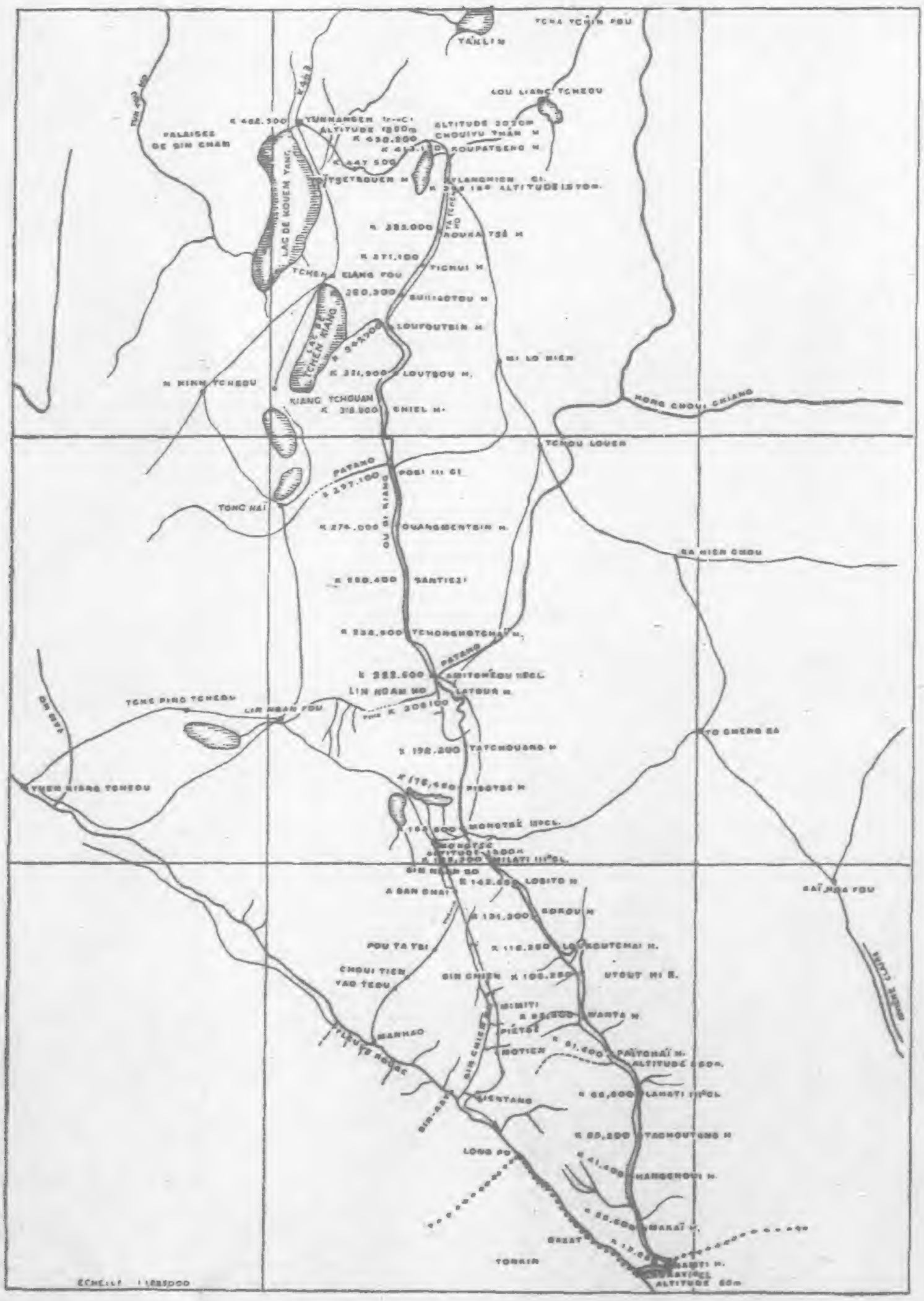
KOWLOON-CANTON RAILWAY, BRITISH SECTION.—WORKING PLANT AT TUNNEL

(*Mee Cheung, Photographer.*)

KOWLOON-CANTON RAILWAY, BRITISH SECTION.—PLANT AT TUNNEL

TONKING.—THE BEST RIVER AT TRAI-HUT ON THE LINE OF THE RAILWAY TO YUNNAN

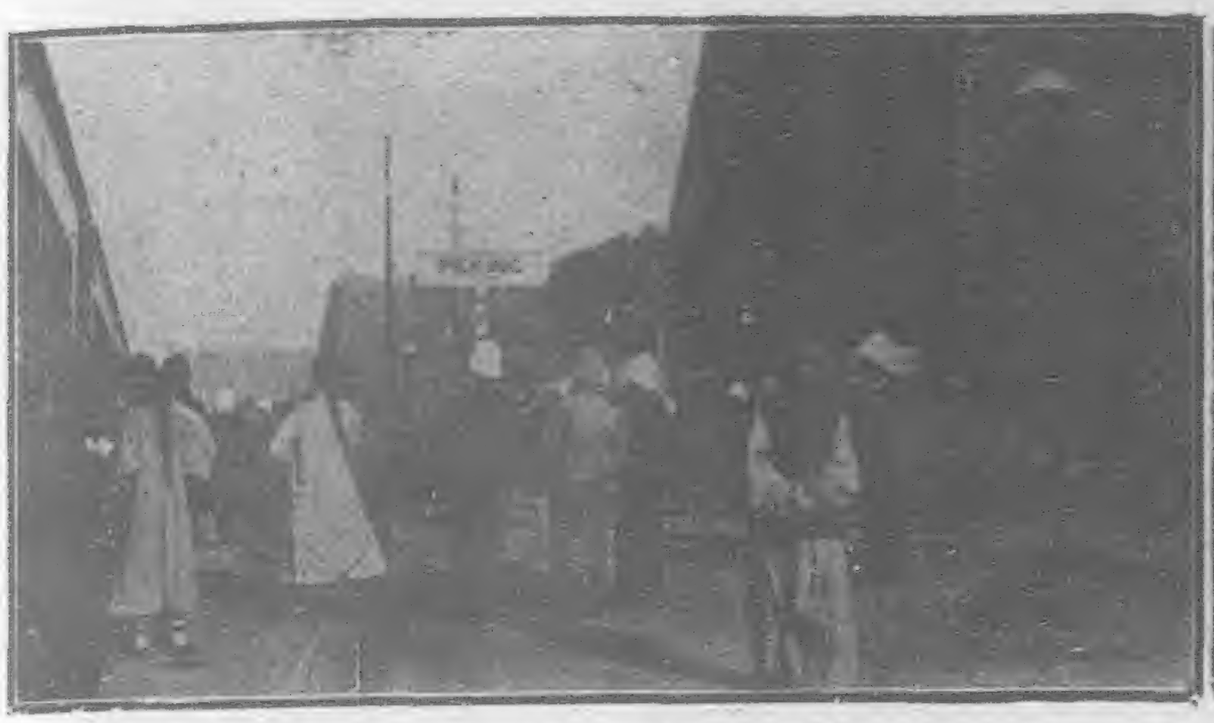
STATE RAILWAYS OF INDO-CHINA.—RAILWAY BRIDGE OVER THE SONG-KI-KONG RIVER NEAR LANG-SON



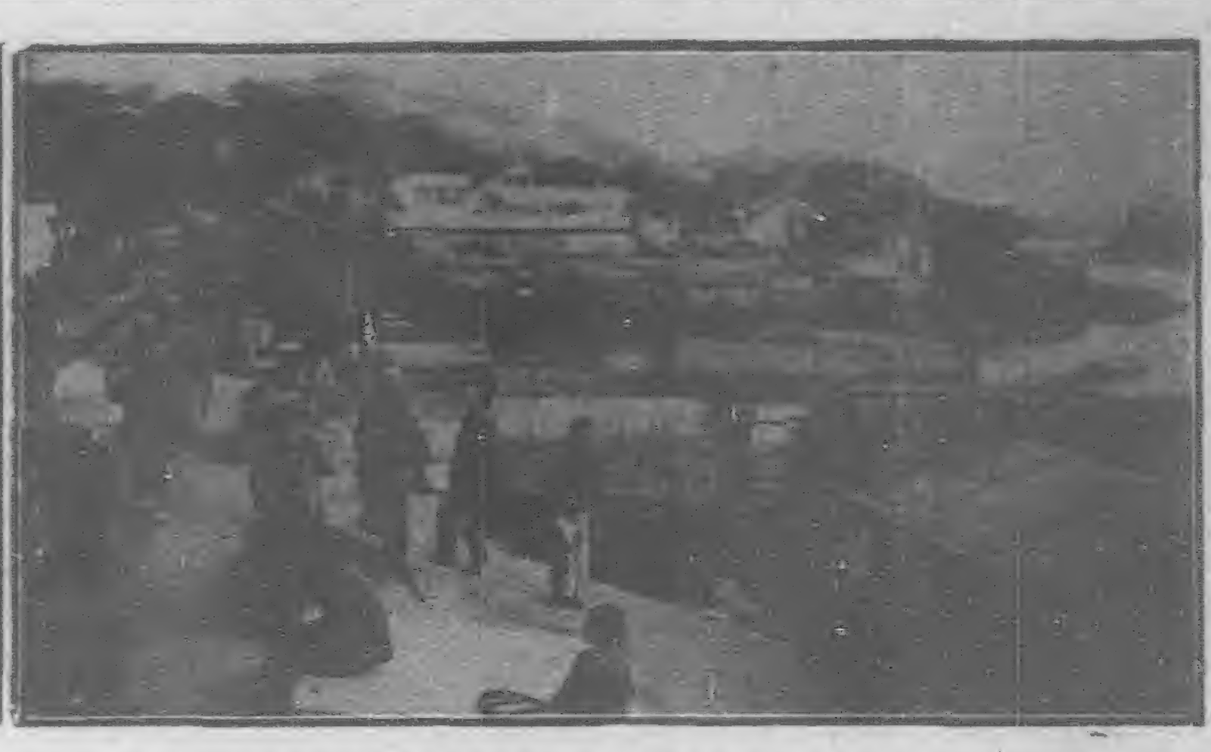
MAP OF THE YUNNAN RAILWAY

the American company from transferring its rights in the agreements to any other nationality. At this time the American Company made a proposal to the British and Chinese Corporation to merge their interests in China and this took the form of a proposition of an exchange of one-half interest in the Hankow-Canton for one-half interest in the Canton-Kowloon. Unfortunately, the war in South Africa intervened and British capitalists were not sanguine for foreign investment, and the result was that this opportunity for advancing the prestige of both countries in Southern China was neglected. The death of Mr. Brice had its effect on the enterprise of the company for the reason that he took a personal pride in the project and desired above all the advantages to be gained to see the American Railroad introduced successfully in the Empire. The American shareholders were skeptical about the enterprise on account of the disquietude among the Chinese that followed on the heels of the Boxer troubles. It was at this time that the Belgians saw their opportunity and easily managed to secure the controlling shares of the American Company, and upon the death of Mr. Brice the first evidence of Belgian predominance developed when General Whittier, the agent of the Belgian Syndicate, was chosen president in place of Mr. Parsons who had succeeded Mr. Brice. Then followed the introduction of Belgian engineers. Up to this time the construction included the completion of the Canton-Samshui Branch, a line by way of Fatshan 32 miles long. This branch was opened in 1904.

The Chinese Government was aroused over the control of the company by the Belgians until finally the American Government gave assurances that the company would remain controlled by Americans and Mr. John Pierpont Morgan responsible for the resumption of control. The Russian-Japan War broke out at this time and the Belgians became discouraged in their attempt to control the line as the fortunes of war indicated Russian defeat and necessarily the abandonment of her policy in regard to China. However, the inactivity on the part of the company and the unexplained delay in carrying out the work resulted finally in the conclusion of negotiations for the purchase of the line built and the cancelling of the concession. The sum of $6,750,000 gold was paid over to the company which covered the two surveys, the construction of 32 miles of track and in addition 50 miles of grading at the Canton end of the line. The cost of this work was estimated at $3,000,000 and the rights given up were valued at $3,750,000. This sum was raised by a loan of £1,350,000 from the government of Hongkong and with the understanding that British engineers should make up half the staff of the line should the Chinese employ foreigners on the work. Following the American Company, a Chinese Company was formed and the capital of $40,000,000 was subscribed for by the Chinese of which at least 20% was paid up, but owing to internal dissensions and lack of cohesion of the different elements, much delay has been occasioned.



CHINESE IMPERIAL RAILWAYS.—THE STATION AT PEKING



INDO-CHINA.—THE YUNNAN RAILWAY ENTRANCE TO LAOKAI

The completion of the Pingsiang branch connecting the mines with Wuchow by way of Liling was completed in 1905 by Chinese capital.

It is conceded that the apathy and generally unsatisfactory manner in which the American Company conducted its operations in China and the manner in which it withdrew from its agreement, has had much to do with the attitude of the Chinese government in the matter of granting concessions to foreigners, and nothing has done more to injure American prestige in China than the manner in which this company scuttled after the death of Mr. Brice, who, had he lived, would have taken the greatest degree of personal pride in carrying out the agreement to a successful conclusion, with the result that a monument to American enterprise would have been established in China and American prestige enhanced.

A correspondent of the *North China Daily News*, writing from Mongfukong in June of this year, has the following to say of the progress made on the Hankow-Canton.

"The completed survey to Yingtak gives a mileage of ninety-three miles. The track, from the ancient temple at Tai Miu, mainly follows the course of the river. When completed it will open the magnificent scenery of the North River to many who have hitherto been deterred from viewing it, because of the unsatisfactory accommodation of the present launches to Yingtak or the provoking slowness of the more commodious house-boat.

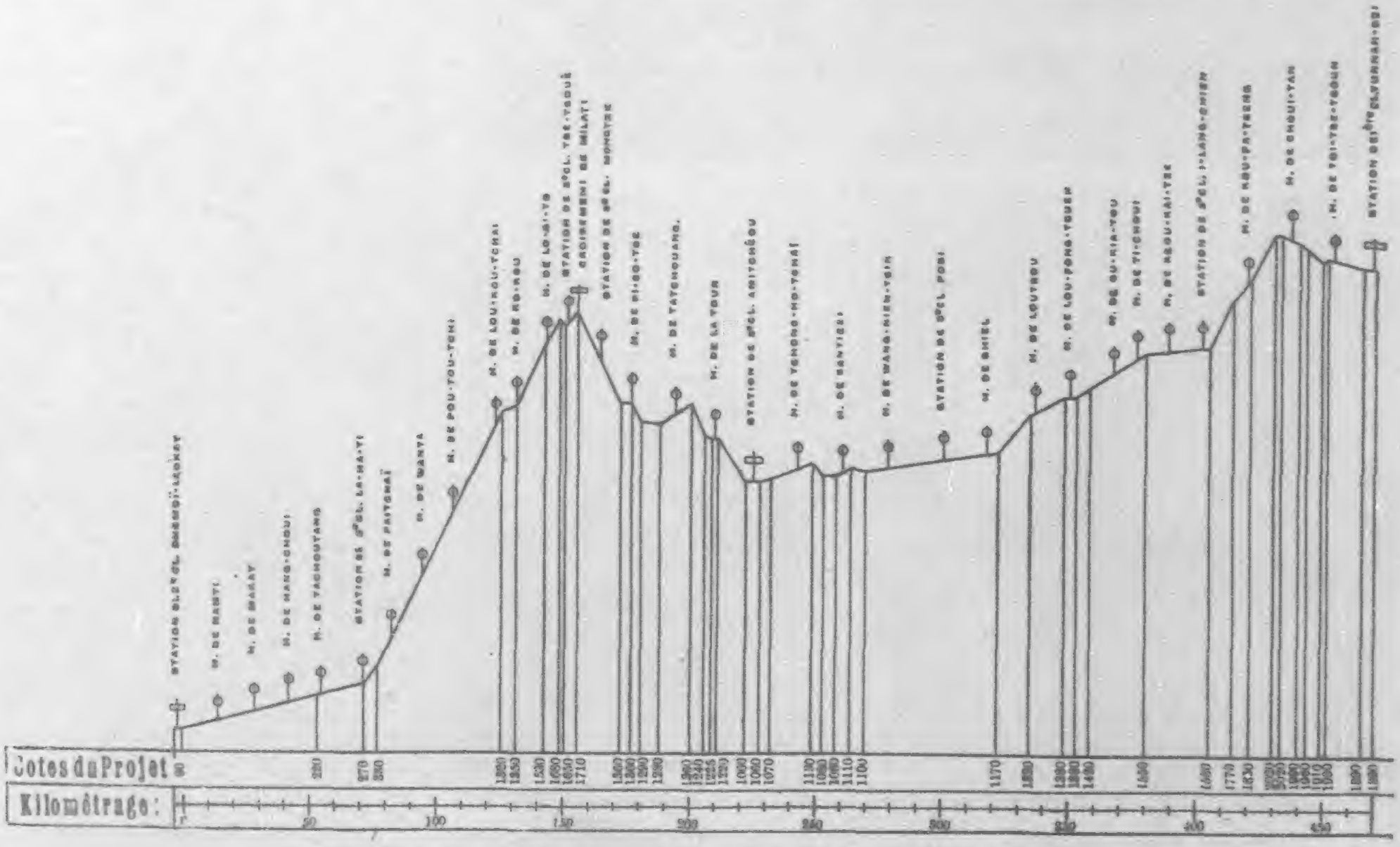
"The survey gives no less than three tunnels to Yingtak. One, 300 feet long, at Tai Miu, another of similar length at the Blind Boy's Pass—a few miles above the mouth of the Lienchow river—and a larger one of over 500 feet some five miles below the city of Yingtak. The latter is through a rather soft sandstone, but I am afraid that although some are speaking confidently of a completed railway running to Yingtak by X'mas, 1909, the arduous work of cutting these tunnels will mean that another year at least will be required before trains are running.

"The road is divided in ten-mile sections, and construction parties are now merrily working up to the seventh section from Canton. Wooden bungalows have been erected at Tai Miu to accommodate the resident engineer, and negotiations are in progress for land for similar buildings in the neighborhood of Yingtak.

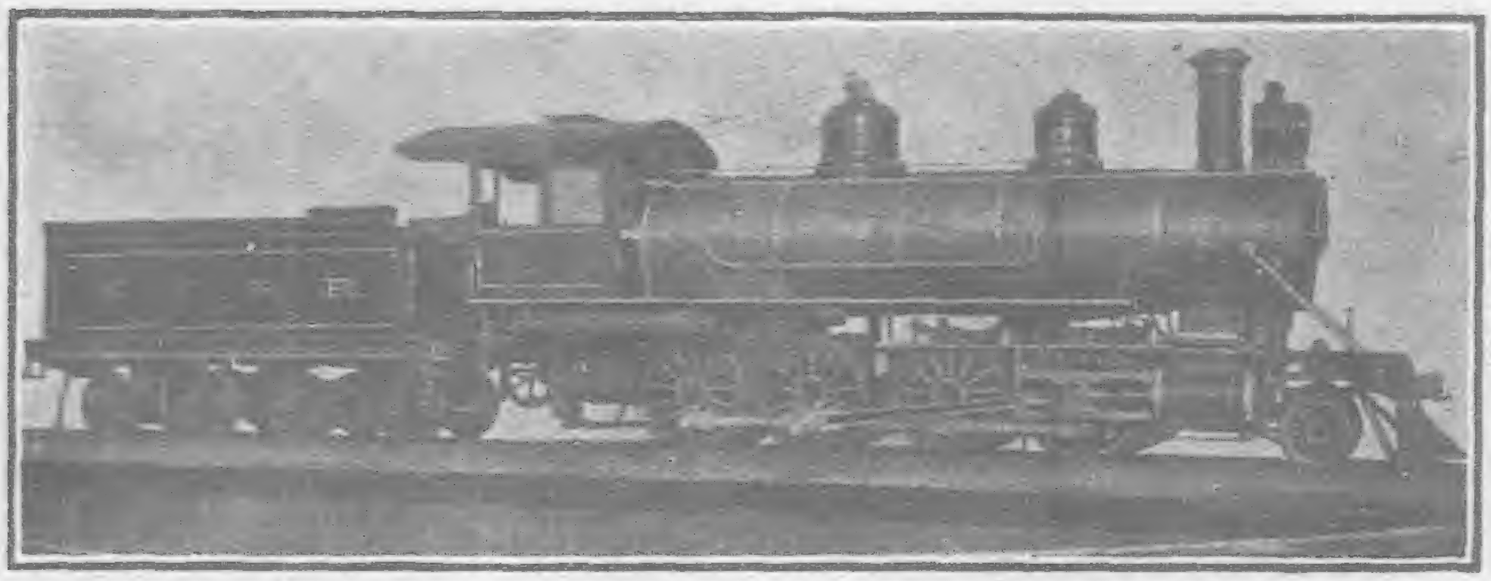
"The East river which enters the North River at Yingtak will require to be bridged. It is a waterway of considerable size, and, where the railway crosses it half-a-mile above the North River, it is some 800 feet wide. On the present plan this will involve the station being placed at least a mile from Yingtak city, half of which distance will be covered by ferry."

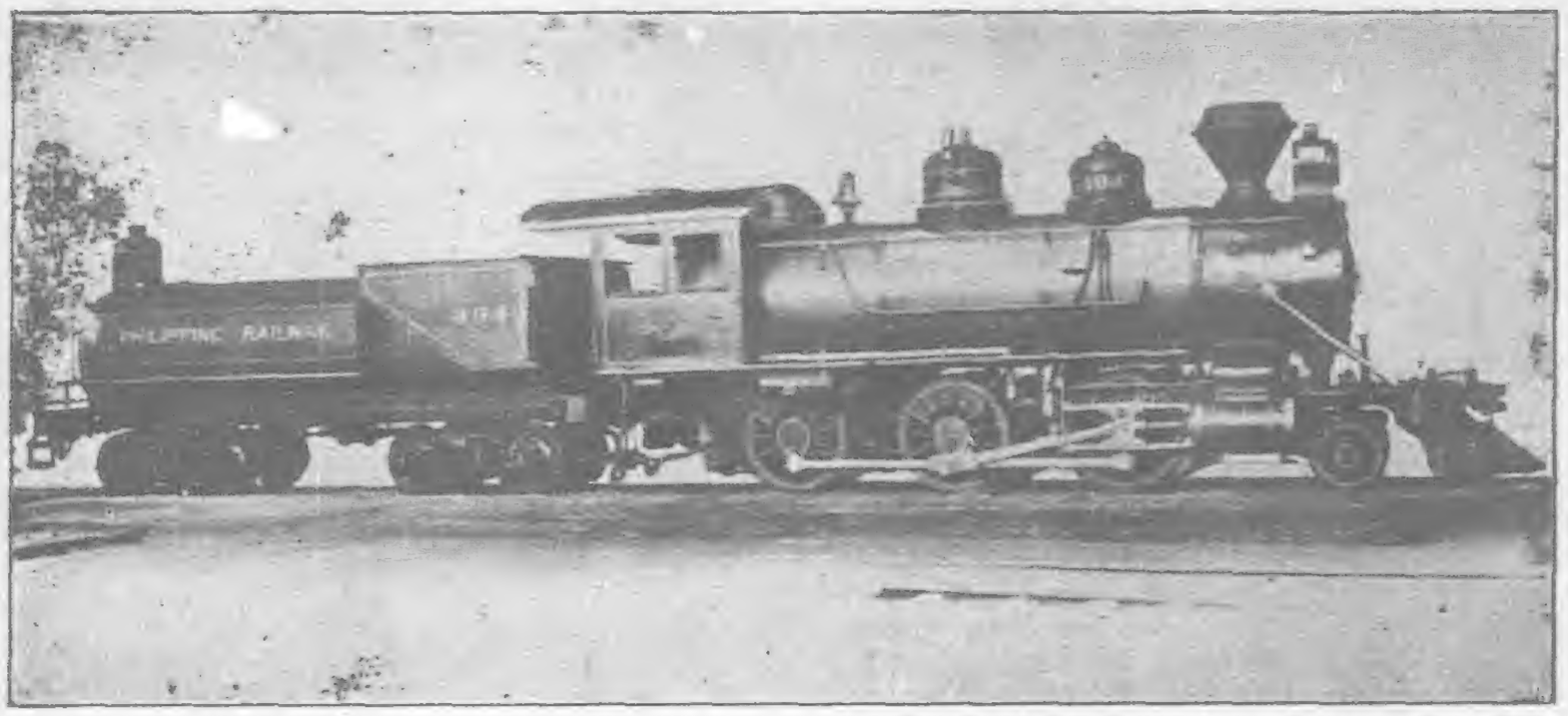
The Canton-Kowloon Railway. Among the five concessions acquired from the Chinese Government by the British and Chinese Corporation one of the most important was the railway to connect Canton and Kowloon, granted in 1899. The preliminary survey of this line was concluded a few years later, but it was not until 1906 that the construction of the Kowloon section was commenced. The entire line as surveyed runs about 20 miles in British territory and 100 miles in Chinese territory, the latter section being the line involved in the concession from the Chinese government. Some delay was occasioned in arranging a loan agreement with the Chinese Government, but finally provision was made for a loan of £1,500,000, redeemable in 30 years, at 94% of the face value of the bonds, the latter bearing 5% interest, secured by first mortgage on the undertaking and guaranteed by the Chinese Government. The administration was to consist of a Chinese managing director, a British engineer-in-chief and a British chief accountant.

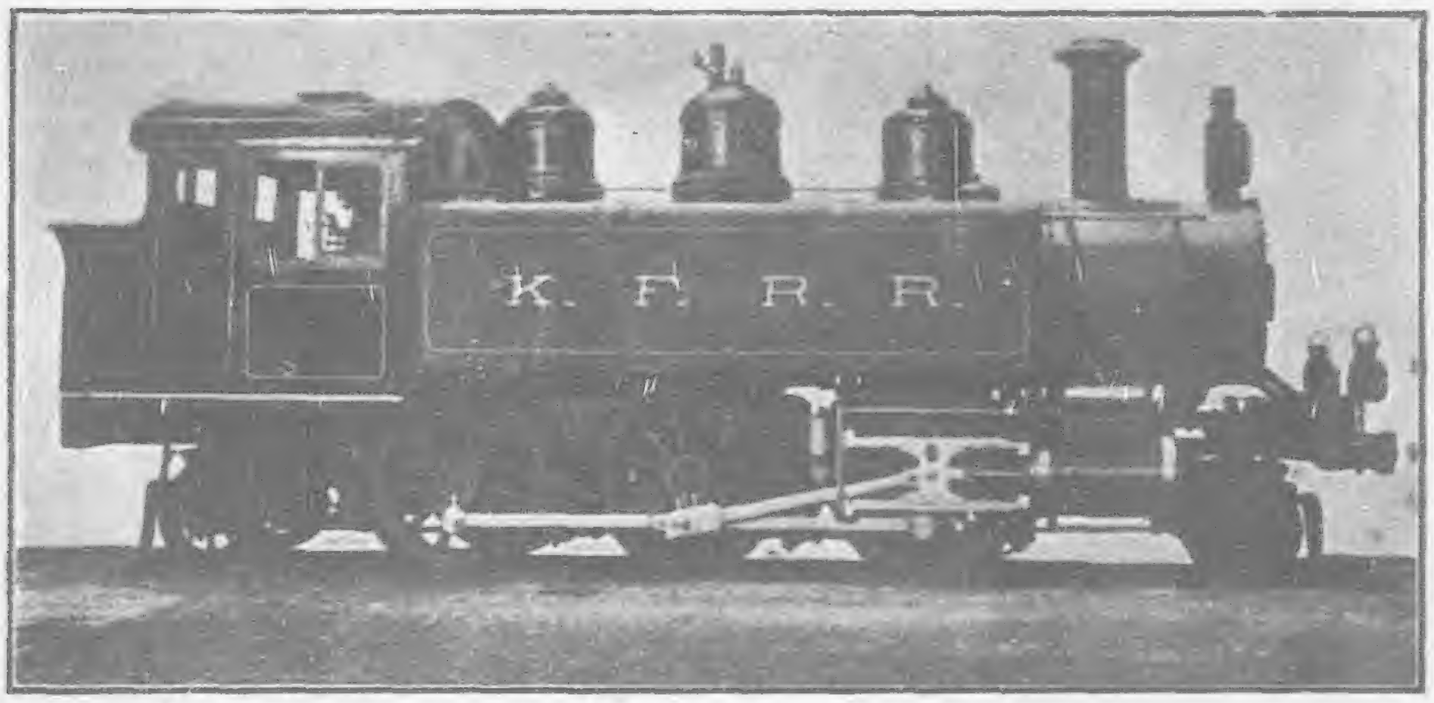
There is prospect that the entire line will be completed by 1910. During the year 1907 the total expenditure on the British section alone was $2,914,461, and up to the present time there was great activity in construction. Out of this amount over $1,000,000 has been spent on tunnelling. The most difficult work in this direction is that of the Beacon Hill tunnel. This tunnel is being pierced from both ends and when completed will be 5,100 feet long and 25 feet wide. For the present year the expenditure will reach about $4,000,000 which will bring the outlay up to about $7,000,000. Before its completion it will probably cost in the vicinity of $10,000,000. On the Chinese section last March headquarters were established in Shaklung and there is prospect



PROFILE OF THE COUNTRY BETWEEN LAOKAI AND YUNNANFU







LOCOMOTIVES IN OPERATION ON FAR EASTERN RAILWAYS BUILT BY THE BALDWIN LOCOMOTIVE WORKS

that the two sections will be completed about the same time. When the railway is completed to Canton it will place Hongkong in a most desirable position in relation to South China trade, and it is anticipated that the Hankow-Canton line will have been completed so that the full benefit of this connection will be realized.

The Shantung Railway. The lease of Kiaochow by Germany in 1898 for 99 years was the outcome of the murder of two German missionaries in the province of Shantung in 1897. The commander of the German squadron took possession and a demand made on the Peking government for the punishment of the governor of Shantung; an indemnity to the families of the victims and an amount to reimburse Germany for the cost of occupation, besides securing a preference for German railway enterprise in that province. These demands were practically acceded to and with the signing of the lease a railway convention was concluded which follows:

I.—The Chinese Government sanctions the construction by Germany of two lines of railway in Shantung. The first will run from Kiaochow and Tsinan-fu to the boundary of Shantung province *via* Wei-hsien, Tsinchow, Pashan, Tsechuen and Suiping. The second line will connect Kiaochow with Chinchow, whence an extension will be constructed to Tsinan through Laiwuhsien. The construction of this extension shall not be begun until the first part of the line, the main line, is completed, in order to give the Chinese an opportunity of connecting this line in the most advantageous manner with their own railway system. What places the line from Tsinan-fu to the provincial boundary shall take in *en route* is to be determined hereafter.

II.—In order to carry out the above mentioned railway work a Chino-German Company shall be formed, with branches at whatever places may be necessary, and in this Company both German and Chinese subjects shall be at liberty to invest money if they so choose, and appoint directors for the management of the undertaking.

III.—All arrangements in connection with the works specified shall be determined by a future conference of German and Chinese representatives. The Chinese Government shall afford every facility and protection and extend every welcome to representatives of the German Railway Company operating in Chinese territory. Profits derived from the working of these railways shall be justly divided *pro rata* between the shareholders without regard to nationality. The object of constructing these lines is solely the development of commerce. In inaugurating a railway system in Shantung Germany entertains no treacherous intention towards China, and undertakes not to unlawfully seize any land in the province.

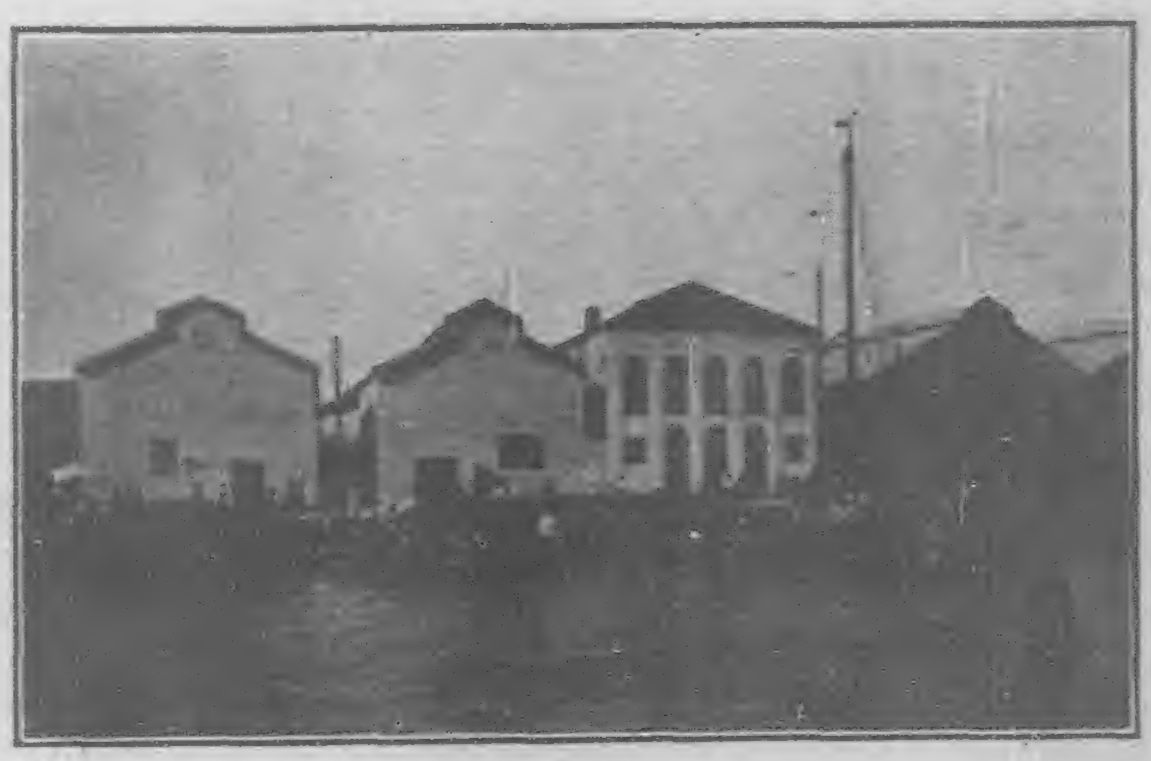
IV.—The Chinese Government shall allow German subjects to hold and develop mining property for a distance of 30 li from each side of these railways and along the whole extent of the lines. The following places where mining operations may be carried on are particularly specified along the northern railway from Kiaochow to Tsinan, Weihsien, Pa-shan-hsien and various other points; and along the Southern Kiaochow-Tsinan-Chinchow line, Chinchow-fu, Luiwuhsien, etc. Chinese capital may be invested in these operations and arrangements for carrying on the work shall hereafter be made by a joint conference of Chinese and German representatives. All German subjects engaged in such works in Chinese territory shall be properly protected and welcomed by the Chinese authorities and all profits derived shall be fairly divided between Chinese and German shareholders according to the extent of the interest they hold in the undertakings. In trying to develop mining property in China, Germany is actuated by no treacherous motives against this country, but seeks alone to increase commerce and improve the relations between the two countries.

If at any time the Chinese should form schemes for the development of Shantung, for the execution of which it is necessary to obtain foreign capital, the Chinese Government, or whatever Chinese may be interested in such schemes, shall, in the first instance, apply to German capitalists. Application shall also be made to German manufacturers for the necessary machinery and materials before the manufacturers of any other Power are approached. Should German capitalists or manufacturers decline to take up the business the Chinese shall then be at liberty to obtain money and materials from sources of other nationality than German.

Then followed the development by the German government of the port of Kiaochow for which 8,500,000 marks were appropriated by the Reichstag. A company to be known as the Schantung Eisenbahn Gesellschaft was organized at Berlin with a capital of 54,000,000 marks. By its concession the Syndicate was to build a line from Tsingtau to Kiaochow and from the latter point by way of Weihsien to Chinanfu together with a branch to Poshan, within a period of five years, In addition the Syndicate was given an option to construct a line from Kiaochow to Ichowfu and another connecting Chinanfu and Ichowfu. In consideration of this concession the Syndicate agreed to turn over to the German government a part of the surplus profits after paying a dividend of 5%. The construction of the main line was completed in 1904, a distance in all of 240 miles. The branch to Poshun is 34 miles in length, making, in all, 274 miles approximately. The proposed line between Ichowfu and Chinanfu was abandoned in favor of the Anglo-German Syndicate in connection with the construction of the Tientsin-Pukow line. The Kiaochow-Ichowfu line was surveyed but further work was abandoned. The cost of the line was approximately $47,500 gold a mile. The editor of the *London and China Express* who visited Shantung last year makes the following interesting report:

"The Schantung Eisenbahn Gesellschaft runs between Tsingtau and Tsinan-fu, the capital of the province, and it has a branch line to Poshan for the mines there. The main line is 412 kilometers long. It is standard gauge and laid on iron sleepers. Moderate weight rails are employed, and at present no fast speeds are attempted. The journey in fact takes 13

BUND AT SWATOW



BUND AT SWATOW

(*Mee Cheung, Photographer.*)

SWATOW-CHAOCHAO-FU RAILWAY.—THE STATION AT SWATOW

hours, of which nearly three hours were stoppages. Some acceleration of the service is to take place this autumn. Certainly what seemed to strike one at present was the unnecessarily long halts that occurred at some of the stations, and again the large number of stations. Other railways in China have greater distances as a rule between the stopping places, and one wondered whether all the stations could pay. A reference to the last issued report showed, however, that each was contributing a net revenue, so that their comparative frequency is justified. The stations are good, useful buildings, without ostentation, and adapted to the purposes for which they are designed. The bridge work over the many shallow rivers and streams, which in the rainy season often become raging torrents for a short time, is fairly solid, and the road bed in good order, certainly for the speeds at which we progressed. According to the last available figures, those for 1906, the stock comprised 30 locomotives, 107 passenger and baggage wagons, including three postal cars, and 720 freight cars. The latter include some fine covered vans for the transport of straw braid, specially constructed so as to take 15 tons of measurement braid. In 1906 there were carried 846,000 passengers, against a little over 800,000 in 1905, and 381,000 tons of goods, against 310,000 tons the year before. The coal transported was 208,000 tons. The distribution of petroleum is growing, but as yet only amounts to 10,000 tons a year. The passengers travelled on an average 70 kilometers in 1906, against 68 in 1905, and the goods haulage was 179 kilometres, being the same as for 1905. The receipts in 1906 were $2,169,000, against $1,912,000 in 1905. This meant $4,970 per kilometre, against $4,382 in 1905. The expenses per kilometre in 1906 were $2,089. The passenger fares, generally speaking, are moderate in amount. The surplus, aided by a higher exchange, came to m.2,642,000, and after passing 5 per cent. to reserve and 5 per cent. to special reserve a dividend of 4¼ per cent. was paid on the capital of m.54,000,000. The staff in Shantung comprises 57 Europeans and 424 Chinese. The company has a complete range of workshops at Sypang close to Tsingtau, where all repairs to stock and other material can be carried out, as well as construction work up to a certain point. The company houses its employees here, and the workmen's dwellings are a model of what should be done for Chinese in this way."

French Railways in China.—The history of French influence in Tonking opens in 1787. It grew out of the internal troubles of Tonking and Annam. The French practically restored the deposed king of Annam to his throne under the protectorate of France. A revolution followed and French influence wavered until 1859 when Saigon was taken by the French who occupied other strategic points. Later a French protectorate was established over Camboja. The refusal of the authorities at Hanoi to permit a French merchant to export a cargo of copper and tin in 1871 and the failure of the governor of Cochin-China to secure an amicable settlement of the difficulty, led to the taking of Hanoi by assault, and in 1873 the Red River was declared open to trade. A treaty was concluded in 1874 by which Hanoi, Haiphong and Quinhon were opened to trade. The relations between the natives and the French continued unsatisfactory and the former did not hesitate to insult French representatives and show hostil-

(*Mee Cheung, Photographer.*)

SWATOW-CHAOCHAO-FU RAILWAY.—TRAIN LEAVING STATION

ity to the latter. Fighting followed and finally in 1885 a treaty was concluded by which France agreed to maintain order in the provinces bordering on Annam. More territory was opened up to French trade, the privilege of opening up mines and to continue projected railways in Chinese territory was given France.

In 1898 the first move in the direction of active railway campaign began. A commission was appointed to consider a comprehensive scheme including a line from Haiphong to Hanoi and to follow the Red River to the Chinese territory. The right to extend the Phulangthuong-Langson line to Lungchow, a distance of 40 miles, into Chinese territory was recognized in 1897. The gauge of the line to Langson was increased to one meter and the extensions from Phulangthuong to Hanoi and from the former point to the Chinese frontier northward to Chinese territory were completed at an outlay of francs 20,000,000. In 1898 an agreement was made with the Chinese government whereby the French government acquired the right to extend its lines from the Tongking frontier to Yunnanfu. The cost was estimated at francs 101,000,000 and a French Syndicate was formed backed by the government to undertake the work. The Syndicate was guaranteed the sum of francs 3,000,000 annually for 75 years and the balance necessary was subscribed by the company and the Indo-Chine government in equal parts. The work commenced in 1901 and in 1903 the conditions under which the railway was to be built and operated in Chinese territory were satisfactorily adjusted. The concession for this line was to extend over a period of 80 years and the line was to be built with French capital without any Chinese guarantee. Work was then commenced on the Chinese section and it is expected that it will be completed by 1910. There is a project on foot to extend this line to Chengtu and again to Chungkiang.

There is also the projected extension of the Hanoi-Langson line to Kwanchow by way of Lungchow and Nanningfu and from Nanningfu to Wuchow so as to tap the provinces of Kwangsi and Kwangtung by means of a number of projected feeders and connection with Kweilin and Canton. For the present there is little hope for favorable consideration of concessions by the Chinese government although the advantages to result from railways in this section are apparent.

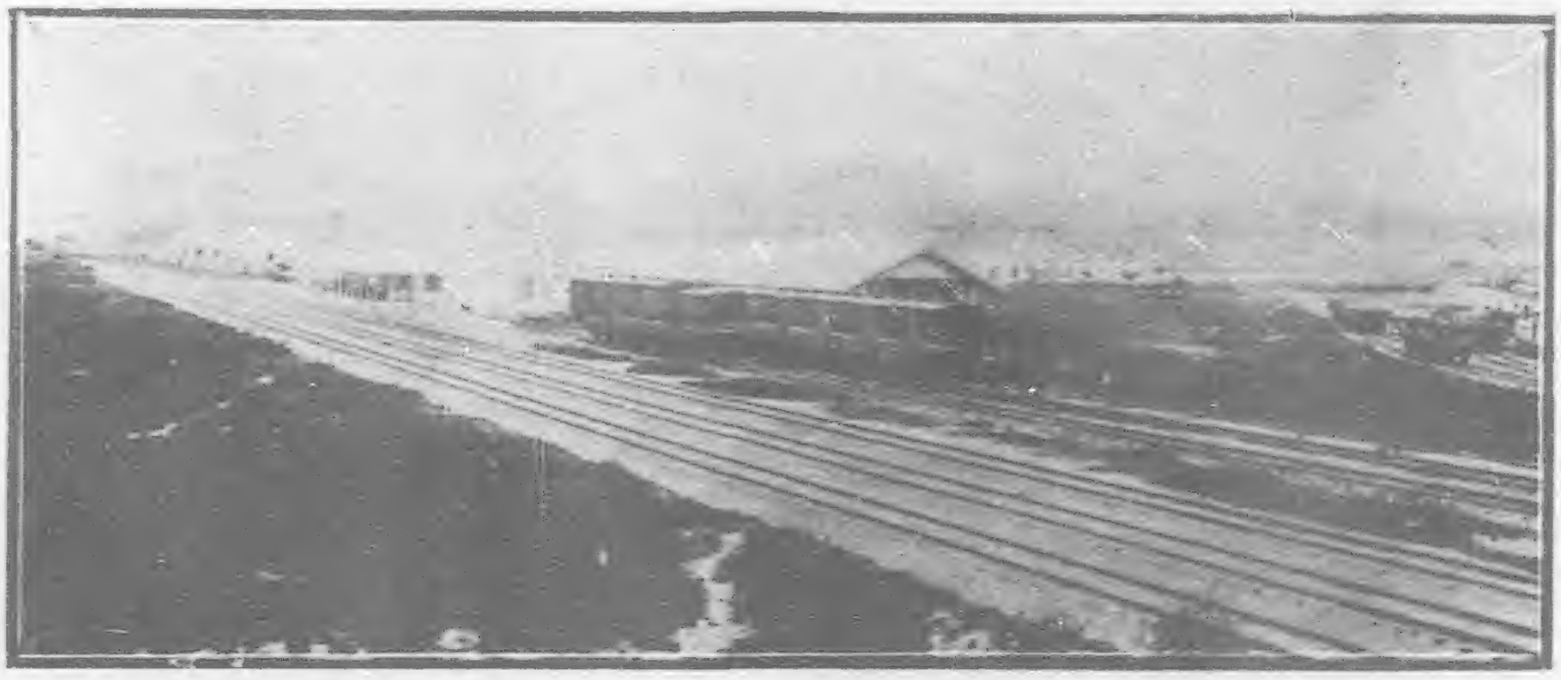
The Shanghai-Nanking Railway.—This railway, which connects Shanghai and Nanking by way of Soochow, Wusieh and Chinkiang, was completed last March and forms the initial division of what is known as the proposed Yangtze Valley system. In 1898 a line connecting Woosung and Shanghai, a distance of 10.5 miles was completed with Chinese capital. About this time the British and Chinese Corporation had asked the Peking government for

(*Mee Cheung, Photographer.*)

SWATOW-CHAOCHAO-FU RAILWAY.—VIEW OF THE YARD AT SWATOW

(*Mee Cheung, Photographer.*)

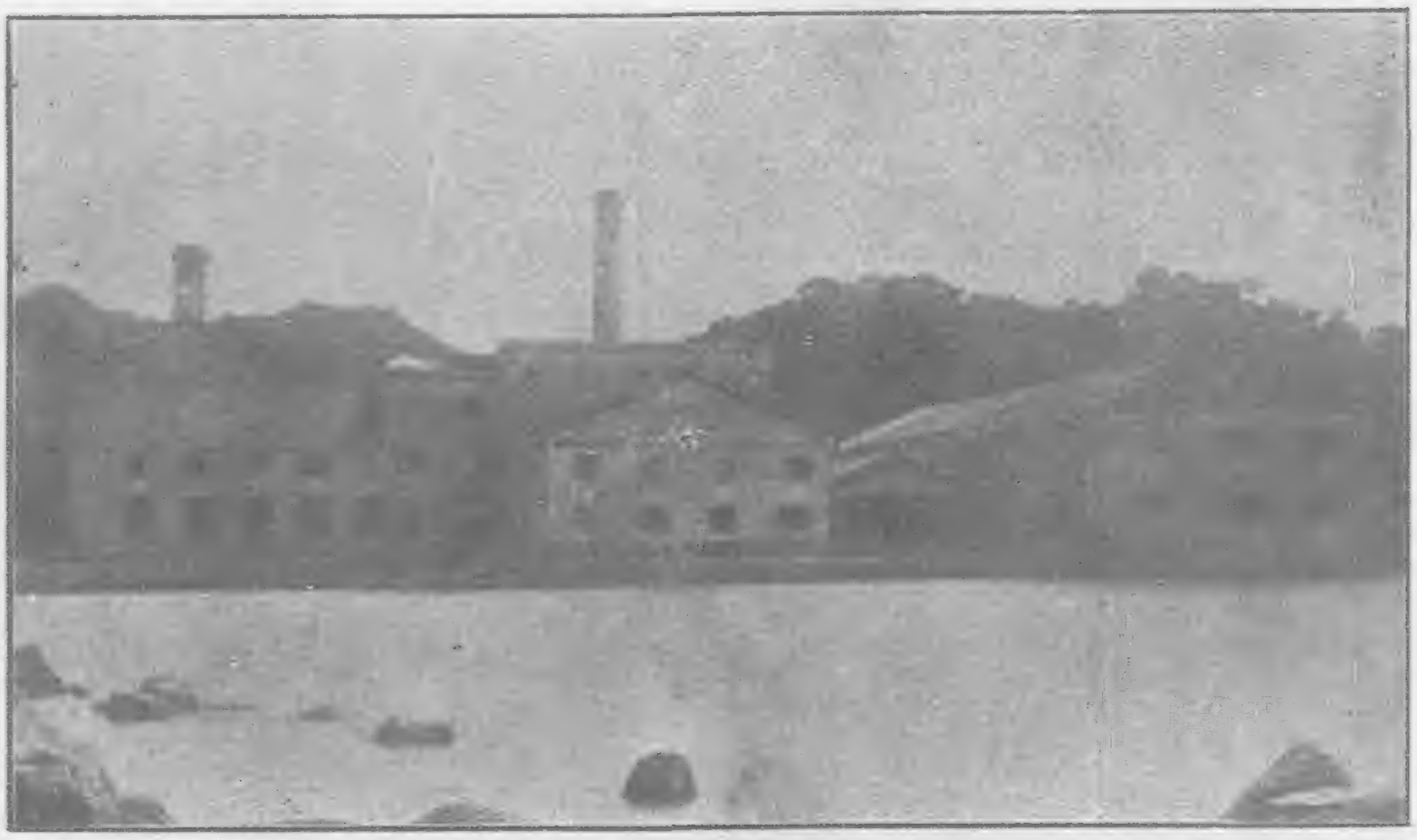
SWATOW-CHAOCHAO-FU RAILWAY.—MACHINE SHOPS



(*Mee Cheung, Photographer.*)

SWATOW-CHAOCHAO-FU RAILWAY.—VIEW OF YARD

SWATOW-CHAOCHAO-FU RAILWAY.—INTERIOR OF FIRST CLASS COACH



CHINA SUGAR REFINERY AT SWATOW: NOT WORKING

THE BUND AT AMOY.—THE LARGE BUILDING IS THE CHINESE IMPERIAL CUSTOM HOUSE, WITH THE OFFICES OF THE OSAKA SHOSEN KAISHA AND BANK OF TAIWAN AT SIDE

a concession to construct a railway from Shanghai to Nanking and during the year a tentative agreement was reached and a final agreement was concluded in 1903. The loan agreement provided for a loan of £3,250,000 secured by Imperial Bonds, to be taken up by the Corporation at 90% and carrying interest at 5% and redeemable at the end of 12.5 years at 102.5% and at the end of 25 years at par. The duration of the bonds was 50 years. In addition provision was made for the purchase of the Woosung-Shanghai line at Tls. 1,000,000 and have it included in the proposed system. A board of five commissioners was appointed, two members of which were chosen by the Corporation as well as the Engineer-in-chief. Mr. Collinson was selected for the last position. There were many difficulties to surmount in the construction owing to lack of co-operation on the part of the local authorities in securing the land for the right-of-way and overcoming the many prejudices of the people. However, with the exercise of great patience, the construction proceeded and in 1904 the first section of 12 miles between Shanghai and Naziang was opened, and in July, 1906, Wusieh was reached. In March of this year the entire line to Nanking was opened to traffic. The entire length of this line is about 200 miles.

Reference to the Shanghai-Hanchow-Ningpo Railway which was included in the concessions secured by the British and Chinese Corporation as well as a projected line between Pukow and Hsinyang (connection with the Pe Han) of these lines, may be made in connection with the Yangtze System. Several demands for the cancellation of these concessions by the local anti-foreign element did not meet with success and recently arrangements were made for the carrying out of the construction. The terms of the agreement recently concluded between Peking and the British and Chinese Corporation provide that the terminus of the line will be connected with that of the Shanghai-Nanking Railway in Shanghai or its vicinity, whence it will run to Hangchow and Ningpo, via Fungchingtsun, Kiashingfu, Hushu, Hangchowfu, and Kiangkau. The road is to be completed within three years.

The amount of the loan to be raised is £1,500,000 ($7,299,750), the interest on which will be 5 per cent. per annum, to be paid by the Chinese Government semi-annually. The loan will be applied to the building of the line alone, including payment for locomotives, carriages and all necessary equipment, and the running expenses before the completion of the line. Money to be used in buying land and paying interest must be provided by the Chinese Government from other sources.

During the construction of the railway the corporation shall be allowed to act as managers for the provision of all materials which must be procured in foreign countries for the railway. The corporation shall purchase all materials required in the open market at the lowest prices obtainable, but it is understood that all such materials shall be good and of satisfactory quality. If English made materials are equal in quality and price with those of other countries, all the necessary materials shall be purchased in England. If any Chinese products or Chinese made materials are equal in price and quality to those produced or manufactured in foreign countries, such products or materials shall be purchased in China in order to encourage Chinese industry.

It is stipulated that several sections of the

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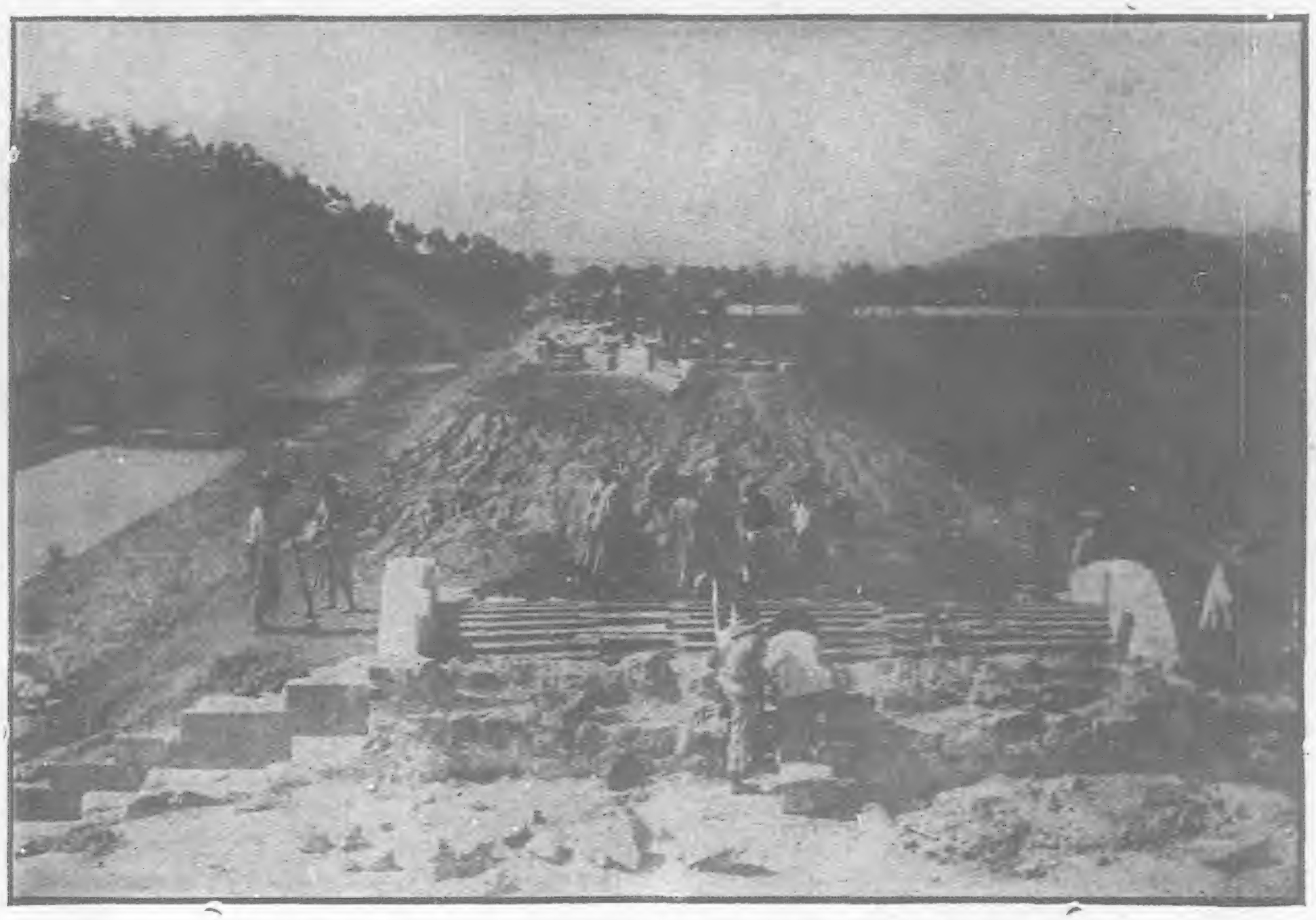
ANOTHER VIEW OF THE BUND AT AMOY



EARLY STAGE OF ROADBED CONSTRUCTION ON THE PEKING-HANKOW R. R.

line shall be constructed by the Chinese, and, therefore, the work of prospecting and surveying will only be undertaken with the permission of the Board of Posts and Communications.

In connection with the construction of the Shanghai-Hangchow-Ningpo line, the road being built from Wuhu to Kashing via Hangchow, a distance of 150 miles, by Chinese capital, and another line from Kashing to Hangchow being under construction and proposed extended to Ningpo, is evidence of the competition promised the British road by the Chinese in Anwhei, Kiangsu and Chekiang. In addition to the above, the Chinese are engaged in constructing a line from Shanghai to Kashing to connect with the Chekiang and Anhwei systems.

The Tientsin-Pukow Railway, which will connect the Shanghai-Nanking and the Shanghai-Hangchow and Ningpo systems with the Imperial Railways of North China, is one of the most important lines now under construction and will form a direct connection with Ningpo when the lines projected and under construction are completed. The construction is now under way and there is every indication that there will be no delay in bringing the enterprise to a completion with all speed.

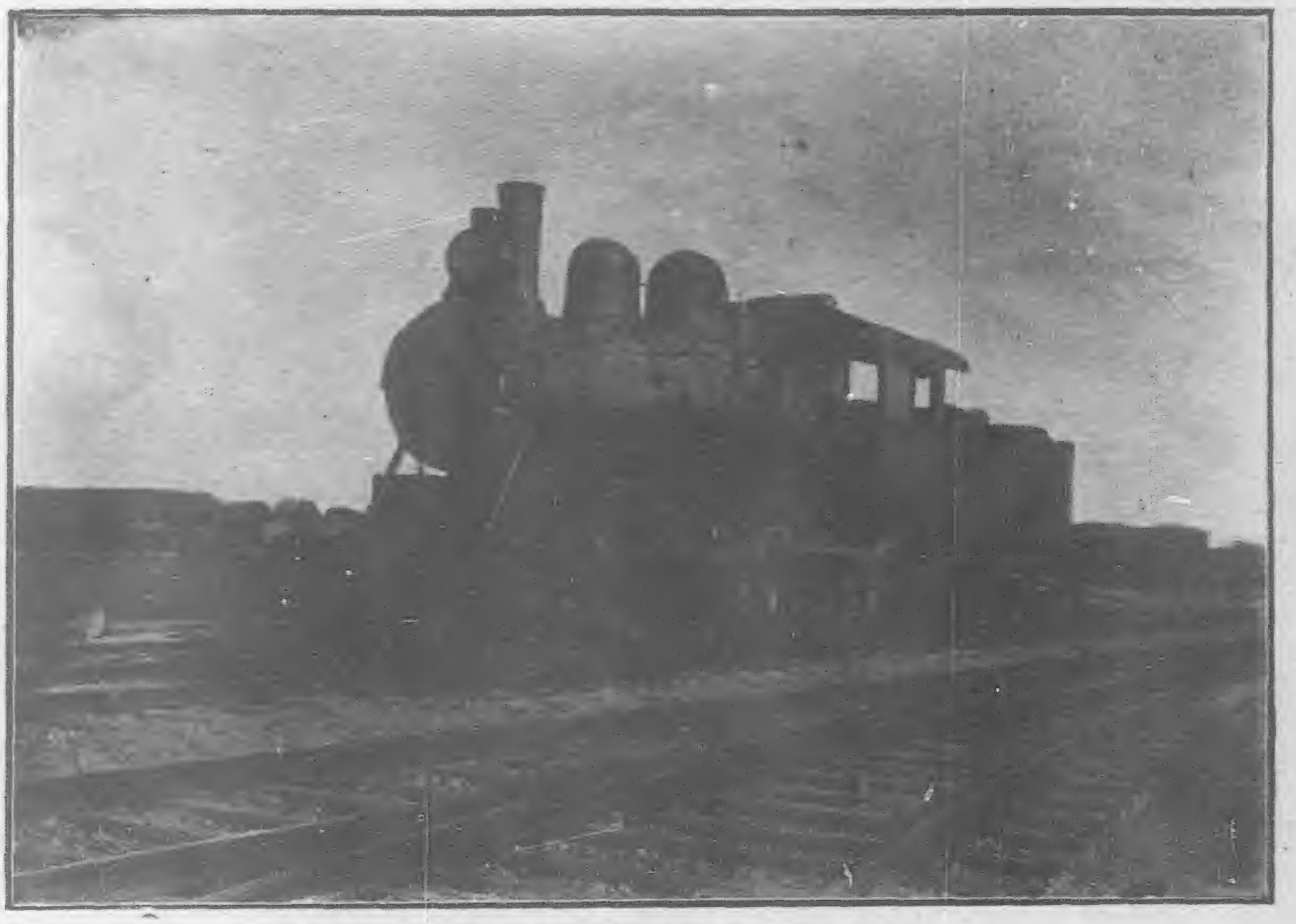
The final contract for the Tientsin-Yangtsze main line was signed this afternoon, says the Peking correspondent of the *Times* on January 12, by the Chinese Government and the representatives of the Deutsch-Asiatische Bank and of the British and Chinese Corporation. An imperial edict sanctioning the contract was issued this morning, the British Government having consented to the signature without waiting for the signature of the Chekiang Railway, discussions on the settlement of which are still proceeding between the Central Government and the provincial gentry.

The German section of the Tientsin-Yangtsze Railway will run from Tientsin through Techau, on the Grand Canal, and Tsinanfu, the capital of Shantung, to the southern border of Shan-
Thence the British section will run
Kiangsu province to Pukou, on the Yangtsze, opposite Nanking, a distance of 1,085 kilometres. The loan is for £5,000,000 with interest at 5 per cent., and is to run for 30 years. Roughly two-thirds of the capital is to be German and one third British in proportion to the respective lengths of the sections. The price to China will be 93, and the security is a Chinese Government guarantee and certain provincial revenues. Redemption begins after ten years. A loan of £3,000,000 is to be issued within one year, and construction is to be finished within four years of the beginning of the work. The construction and control are entirely vested in the Chinese Government, with European chief engineers appointed by the Chinese to advise on construction, and European auditors appointed by the German and British groups to watch over the interests of the bond-holders. The syndicate receives a fixed sum in compensation for surrendering its rights to the profit granted in the preliminary agreement. The contract provides that subscriptions to the loan will be invited in Europe and in China of equal conditions, preference being given to the application of the Chinese Government if received before the issue of the prospectus.

"The final agreement shows how Chinese diplomacy has succeeded in altering the conditions of the preliminary contract of May 18, 1898. The Chinese recognize that such favorable terms have never been obtained before, nor such a clear admission of China's claim to control her railways without foreign interference."

The Peking Syndicate Railway.—The Peking Syndicate was organized in 1897 in London with a capital of $100,000 by British and Italian capitalists and had for its purpose the development of the almost inexhaustible mineral wealth of Shansi and Honan. After some delay negotiations were concluded in 1898 for a concession to develop the coal, iron and petroleum deposits within certain boundaries in the province of Shansi. A little later the concession was extended to cover that part of Honan north of the Yellow River. The capital of the company was then increased to $7,600,000. The question of transportation became one of the most important problems to solve and it became necessary to provide railway transportation from the mines to the most convenient waterways. The concession provided for this contingency in a general way and included the right to connect with the Yangtze. Surveys were made through Southern Honan to the Han River to Siangyang for an outlet, but it was found that the water was not deep enough for the purpose at Siangyang. Another line was surveyed to Pukow and this latter was recommended as the most desirable route and objective point. A survey was also concluded connecting Taokou at the head of navigation on the Wei River in Northeastern Honan to Tzechoufu in Shansi. The work of construction on the line was commenced in 1900, but this had to be delayed on account of the Boxer trouble. In 1902 work was renewed and a mining camp was established at Jamieson in Northern Hunan. With the establishment of this camp it was decided to construct a line from Taokou to Pashan, a slight modification of the regular survey. The line runs from Taokou to Hsinhsingianghsien by way of Weihu continuing through Jamieson to Pashan. From there it will be continued to Tzechoufu. The line from Taokou to Pusan was completed in 1905, covering a distance of 92 miles approximately. The Syndicate received so many setbacks in its endeavor to develop its concessions that finally arrangements were concluded whereby the Chinese made a repurchase. The following from the 1906 report of the Syndicate bearing on this subject may be of interest:

"The persistent refusal of the provincial authorities in Shansi to permit the syndicate to acquire land and commence mining was fully explained in last year's report. It was arranged that a prominent Shansi official, named Ting Niehtai, together with several representatives of the Shansi Bureau of Trade, and of the gentry, should come to Peking to meet Mr. Brown and endeavor to come to a



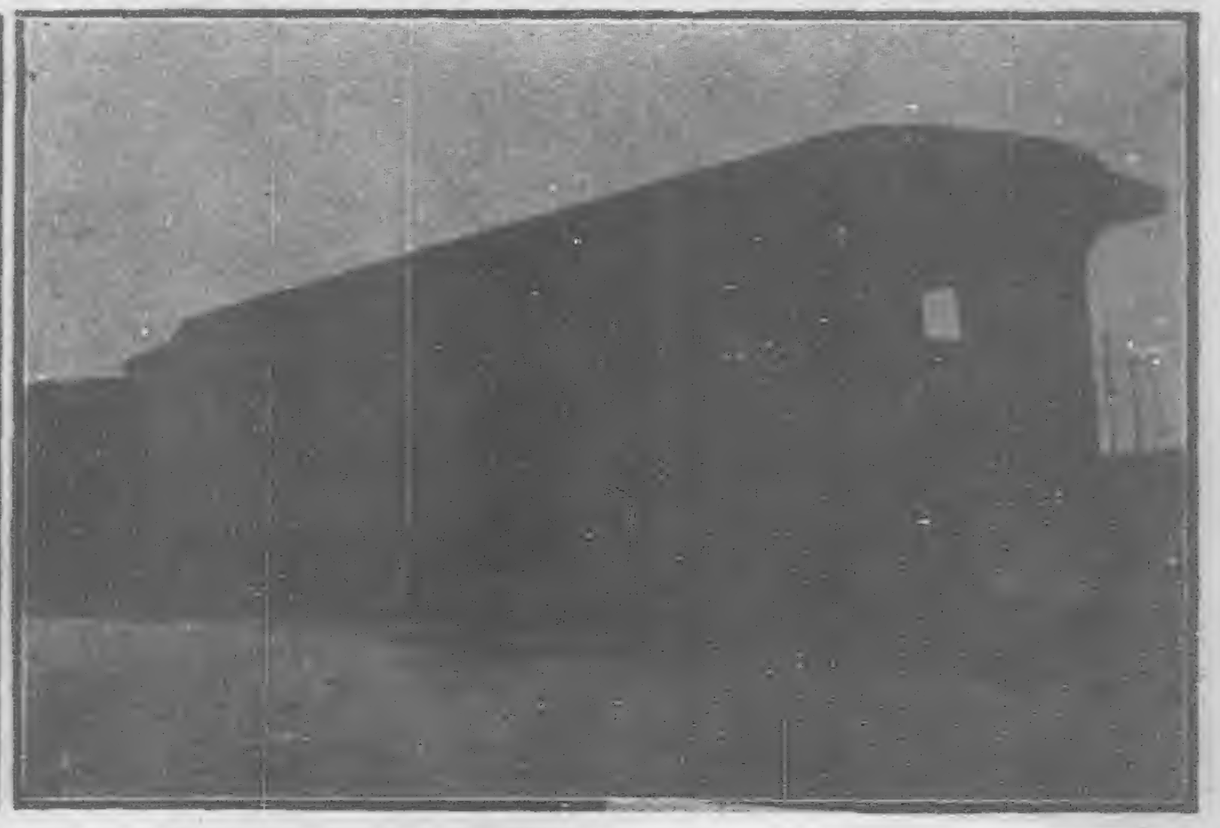
IMPERIAL CHINESE RAILWAYS.—CANTON-HANKOW LINE
ENGINE NO. 21, BUILT BY THE AMERICAN LOCOMOTIVE COMPANY

settlement. Mr. Brown was ultimately instructed that the directors would surrender the concession for the sum of £1,500,000 sterling, half in cash and the balance in guaranteed instalments, and he so informed the Shansi delegates. The counter offer made on their part was Tls. 600,000. Finally, on January 4, 1908, after the offer had been by successive stages raised to Tls. 2,625,000, the delegates informed Mr. Brown that this was their last word, and if it was not forthwith accepted they would withdraw from all further negotiations. At this stage the directors again sought counsel with the Foreign Office and were informed that, in the opinion of Sir John Jordan, this was in truth about the limit of the Shansi delegates' offer (whose attitude, he added, had recently become very uncompromising), and that there was no prospect of getting the Central Government to add to it. Under these circumstances, the directors took the responsibility of instructing Mr. Brown to close with the offer, if better terms were not to be got. Fortunately, Mr. Brown was able, as a last effort, to get the offer raised to Tls. 2,750,000, and with that he closed, half to be paid on Feb. 21, 1908, and the other half in three equal yearly instalments, beginning May 19, 1909. The directors have not abandoned all prospect of yet doing work in Shansi. It is part of the agreement that if hereafter foreign capital is required for mining, iron smelting, or transport of materials (meaning, presumably, railways), the Peking Syndicate shall have the first option. The directors consider the stipulation a very valuable one."

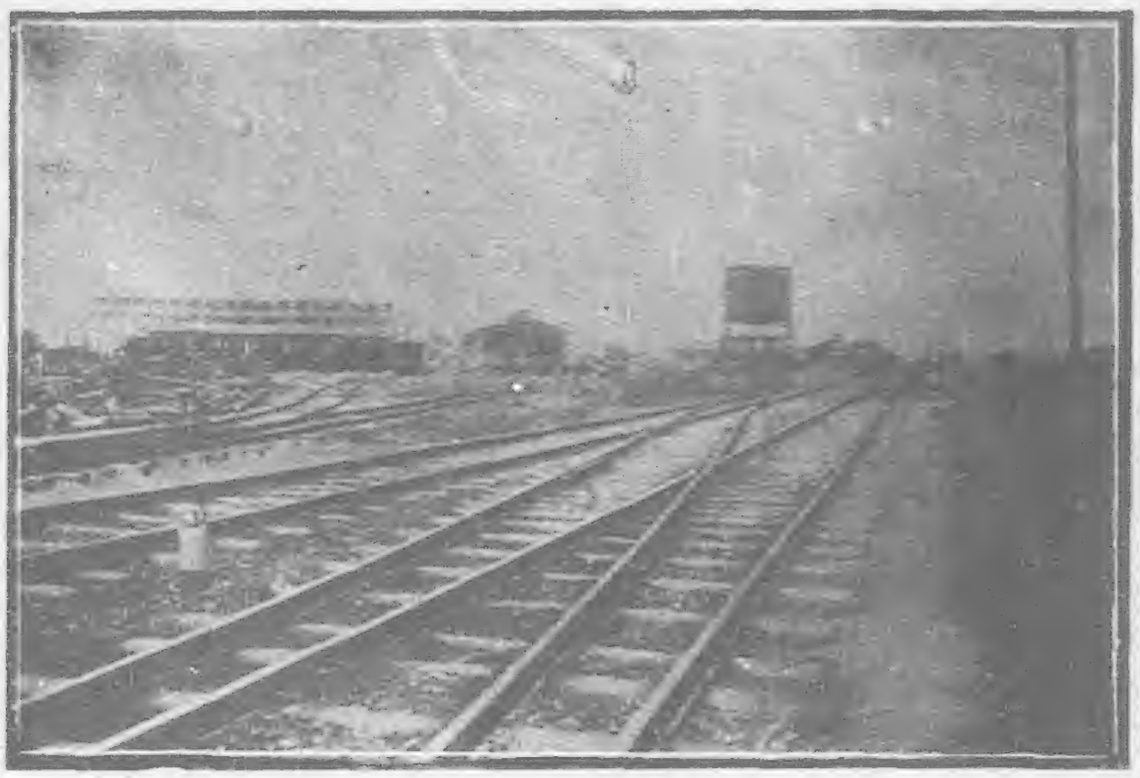
Recent reports from Shansi announce the formation of a native syndicate with a capital of Tls. 5,000,000 to take over the mining interests, but so far the funds have not been realized.

By the agreement made in July, 1905, the Chinese Government agreed to take over the line from the Syndicate and give in payment gold bonds bearing interest at 5% and the control of the road would remain with the Syndicate until the bonds are redeemed. The cost of constructing the road to Pashan was estimated at £614,600 and is represented by a loan of £700,000 which is accepted by the Syndicate at 90. The loan runs for thirty years and is redeemable after 1916. While the line has been handed over to the Chinese Railway Administration it continues to be operated by the Syndicate, the latter receiving 90% of the net profits. The continuation of the line to Tzechou and provision for its construction was also included in the agreement.

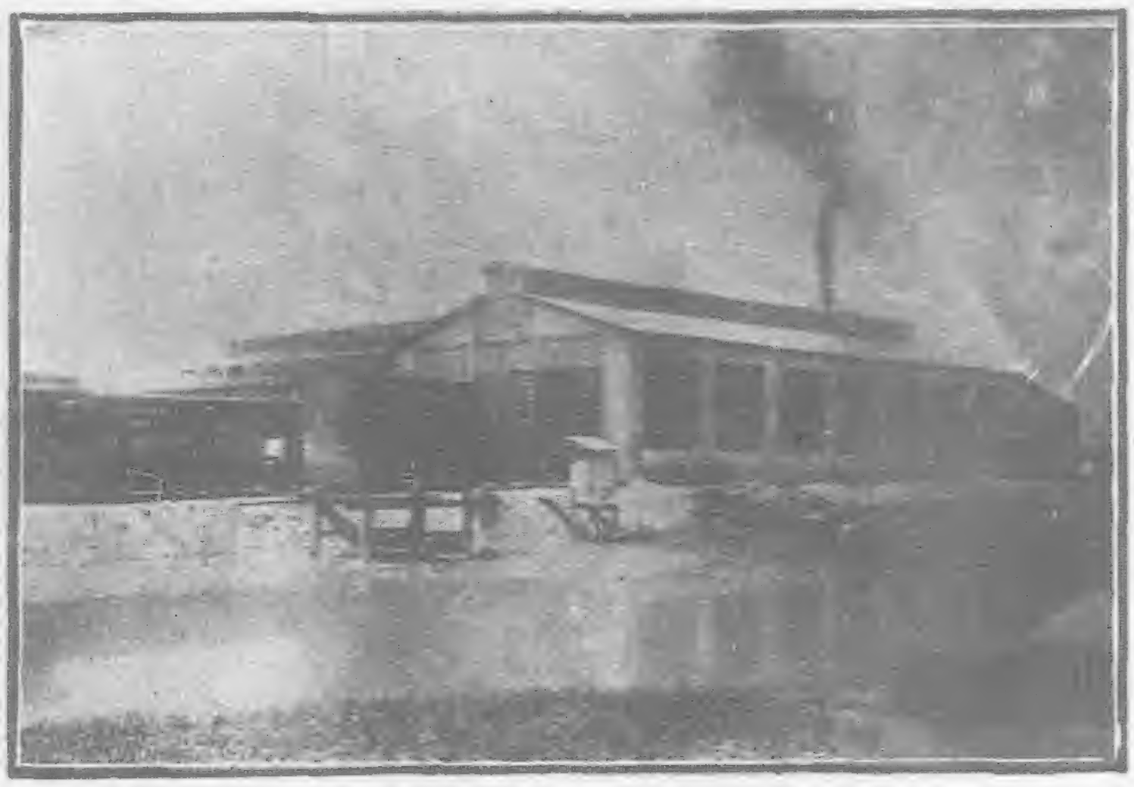
The construction of the line surveyed to Pukow may be made to conform to the proposed line of the British and Chinese Corporation from Pukow to Hsinyang. The two corporations have arrived at an understanding in regard to the development of railway interests north of the Yangtze which is practically an amalgamation.



IMPERIAL CHINESE RAILWAYS.—CANTON HANKOW LINE
BAGGAGE AND MAIL CAR SECOND CLASS PASSENGER COACH



THE SHEK-WAI-TONG YARD

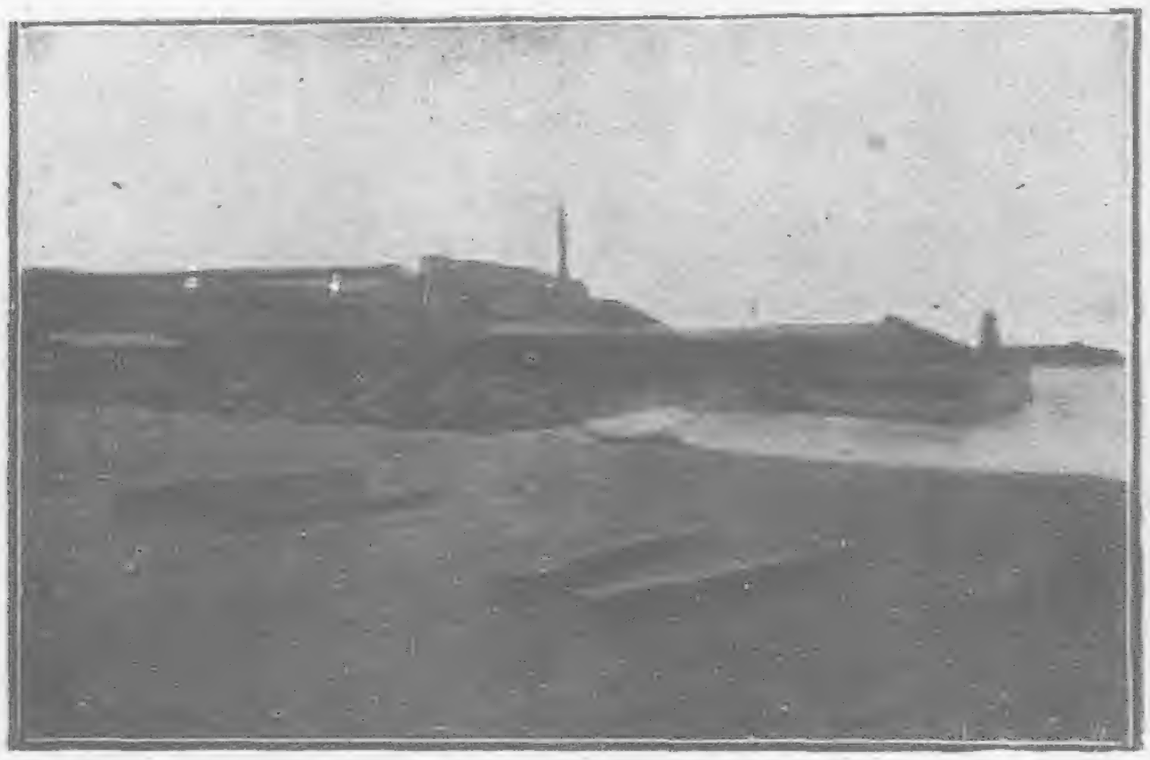


EXTERIOR VIEW OF MACHINE AND CARPENTER SHOP

IMPERIAL CHINESE RAILWAYS.—CANTON-HANKOW LINE

Before concluding this article, reference to the success attained by Chinese engineers and Chinese enterprise in the direction of railroad building is worthy of extended space. Perhaps no illustration would serve better than the progress made in the construction of the Peking-Kalgan line under the direction and supervision of Taotai Jeme Tien-yow, Ph. B. (Yale), A.M.I.C.E. (London), who is engineer-in-chief of the road. The entire staff of engineers on this construction are Chinese. In fact not a foreigner is employed in any capacity. The result of eleven months' work is shown in the opening and operating of the first section in September, 1906. This section is 32 miles in length. The Nankow pass offers the most difficult engineering problems and the tunneling when completed will be 5,370 feet in length and most of it through hard rock. Besides the tunnels there have been the most difficult cuttings through solid rock, some as deep as 80 feet. These difficulties have been surmounted by the engineer-in-chief wherever met, and the work has been carried on most economically. The *World's Chinese Student's Journal* of October, 1907, has the following to say of the permanent character of the work and the remarkably low figure at which it was accomplished:

"Turning to the more technical side of the work accomplished in this division, I was informed that there are altogether 21 bridges and 17 drains, aggregating 1,352 feet (linear) of openings. All the bridges are constructed of concrete, and it is hardly necessary to add they are all well-made and of a lasting character. In fact, it may be asserted that there is nothing



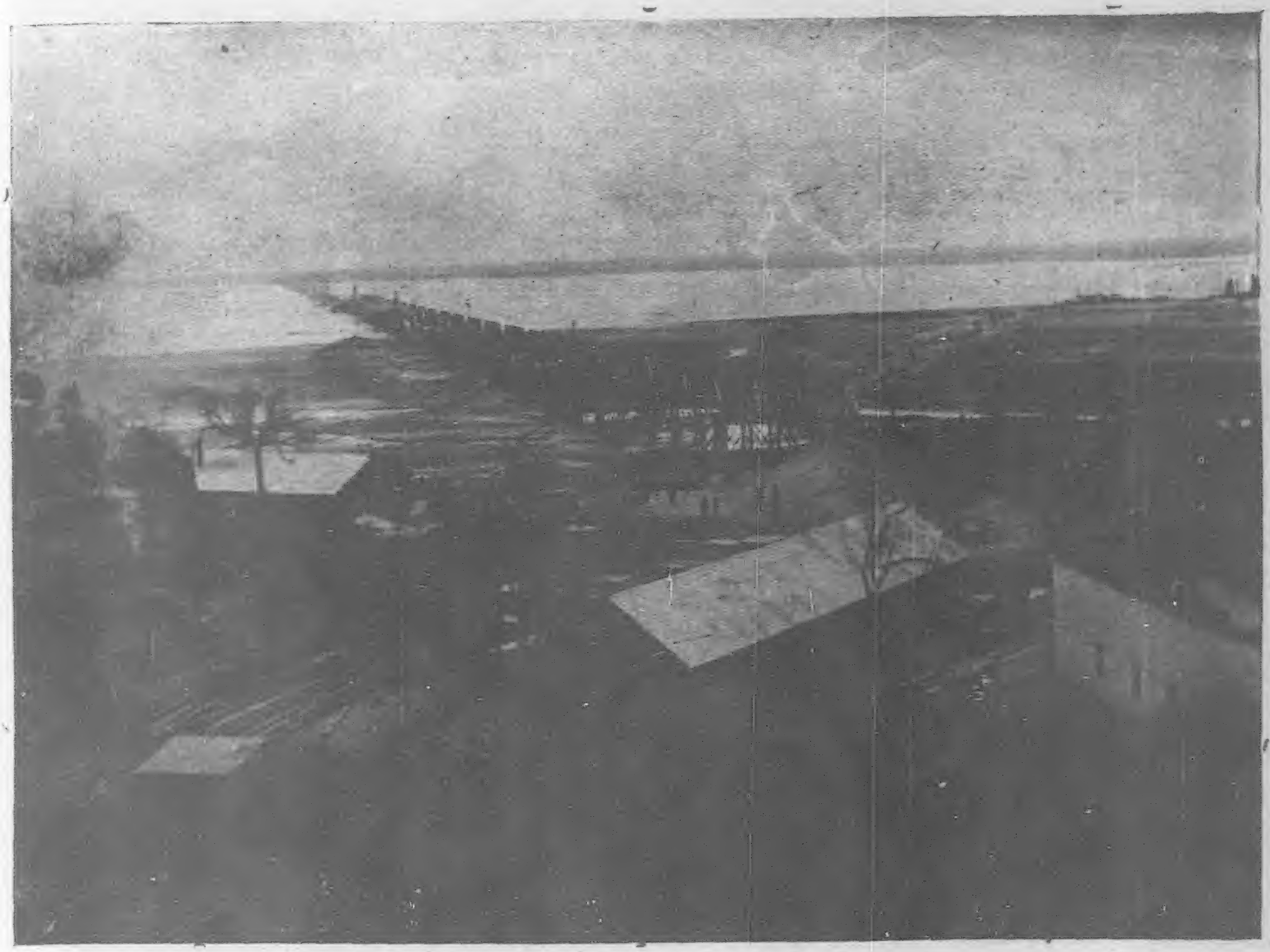
TERMINUS AT SHEK-WAI-TONG, CANTON

LOOKING WEST FROM SHEK-WAI-TONG SHOWING CONCRETE TIES

IMPERIAL CHINESE RAILWAYS.—CANTON-HANKOW LINE

MACHINE SHOP

MACHINE SHOP SHOWING FRAME OF 60 FOOT STEEL CAR ON THE RIGHT UNDER CONSTRUCTION



PEKING-HANKOW LINE.—THE YELLOW RIVER BRIDGE

of a temporary character about anything on the line. People in this world, however, very often associate exorbitant prices with good quality, and low prices with poor quality of materials and workmanship, believing in their simplicity that they are inseparable concomitants, but the attention of my readers is called to the low price paid in this division for earthwork and materials, which has enabled the construction of a first-class line at an unusually reasonable rate. For earthwork at the Liutsun end, it averages only 17 cents per fong, or, expressed in another way, 4 cents per cubic yard. At the Nankow end, where high embankments have to be made out of boulders, the average price is 27 cents per fong. Prices just as reasonable and low are charged for broken stones for concrete which varies from $1.20 to $2.00 per fong delivered on the spot, and sand, when collected locally, costs only the ridiculously low price of 30 cents per fong. The explanation is not far to seek, for on the Peking-Kalgan Railway, all these materials are supplied to the engineers *directly* by petty contractors, and there is, therefore, no opportunity for big contractors to monopolize the tenders and abuse their privilege by subletting and re-subletting their contracts, a system of 'squeezing' which has rendered engineering work so expensive in other parts of China. Nor are there interpreters of the character as has been reported elsewhere who receive Tls. 50 per mensem and retire after a year or so with half a lakh. There is not a *single* interpreter on the line, for they are not needed, and the absence of middlemen results in economy, unattainable in the nature of things where the personnel and the system are not similar."

In concluding an interesting article on the line, the *Students' Magazine* points with pride to the demonstration of the capacity of Chinese engineers to fulfill the mission of an engineer and to the general success of Chinese enterprise in the construction and operation of the Kalgan line up to the present time and the lack of friction, as conclusive evidence that the Chinese directed by competent Chinese engineers are capable of constructing and operating their own railways. The *Magazine* says:

"In concluding this brief and inadequate description of the Peking-Kalgan Railway, let me call the attention of the reader to the principal features of the line, features which render it conspicuous and distinct from the other lines in China. In the first place, there are no foreigners employed. This in itself should be and is a matter of national pride, but were our engineers unable to fulfill the demands of their profession, it would perhaps be a better arrangement to utilize foreign technical skill. In the present instance, however, there can be no question whatever that all the work of construction is carried out in good engineerlike manner. The materials used are of the best quality, while the structures bear nothing of the temporary character about them. To one who has travelled on the line, it is evident that the buildings too are of first class masonry.

"The second point is the rapidity of the construction. Within the short period of nine months, and it must be remembered that in the north of China three months in winter are frozen and no concreting can be done during those months, the construction train reached Nankow, a distance of 32 miles.

"In the construction of a railway, economy, which must not be confounded with cheapness, must always be kept in view. All railways which have been built and are being built in China must be paid for by our people, and our people are poor. A railway line is not a club house or a private mansion, upon which the owner or owners may expend millions merely for the gratification of their sense of beauty or for the exhibition of their degree of wealth, but is a commercial investment. The amount of capital sunk in it must be commensurate to its power of paying dividends, and in the case of Chinese railways the redemption of the bonds must not for a moment be forgotten. Economy on the Peking-Kalgan Railway has been reduced almost to a science. There is no temptation to spend money recklessly, as no five per cent. commission on every tael spent can enrich the coffers of any corporation. There is no temptation to spend recklessly so as to necessitate the floating of another 'loan,' in which the Chinese Government receives Tls. 93, and the bondholders pay to the floaters Tls. 116. There are no engineers who must have foreign style residences, cement tennis courts, ice-making machines, palatial houseboats, and princely salaries before beginning work. There are no interpreters to browbeat the contractors, to make trouble with the local officials, and to make a pile in little or no time. All contractors deal with the engineers directly, and no squeeze system exists. The figures already given for the prices of materials explain in a large part why a railway built under our own supervision and by our own engineers is so very much more economical.

"Another very important advantage gained is the peaceful condition of coolies during construction, due to the absence of misunderstanding between engineers, the coolies, and the country people. No disturbance of any kind, still less of any rioting, has ever happened, and the work has proceeded so smoothly and quietly that the local officials are never called upon to suppress disorders or punish offenders. There can be no unpleasantness arising through the

interference of foreign consuls and the referring of insignificant incidents to the Ministers in Peking. One and all understand that the railway is a Chinese railway, that our own money is being spent, that the coolies are our own people, though they are coolies, that our officials are officials appointed by the Emperor, and the result is the work proceeds without a hitch of any kind.

"One should think that with Government patronage and official supervision, there could be no strict honesty, that graft, more or less, must penetrate the transactions. Wonderful to say, on this line nepotism is unknown, all employees are rated according to their qualifications, no matter whether a man comes with a recommendation from a Prince or no, and all contracts are by competitive tenders. Indeed, spies, employed by interested or unfriendly parties, are so keenly on the watch that nothing crooked could escape their eyes and be not immediately exposed, were those in charge inclined to be crooked.

"And lastly, student engineers are much encouraged for their work, and receive considerate treatment from their teachers. Steady and conscientious application of their knowledge (nearly all of them have received theoretical training in the engineering department of Tientsin University or elsewhere) ensures rapid promotions and good salaries. Their future is assured, for the demand of Chinese engineers is far above the supply."

The following table prepared by Mr. P. H. Kent and which appears in his interesting volume, **Railway Enterprises in China*, will be found of great value in reviewing the progress made in railway development up to 1907. The figures are approximate and among the railways under the caption "Railways Under Construction" is found the Shanghai-Nanking which was completed last March:

RAILWAYS CONSTRUCTED AND IN OPERATION

RAILWAYS	Length in Miles	Nationality of Capital Employed
Imp. Railways of North China...	588	Chinese and British.
Chinwangtao Branch.....	4	British.
Chinese Eastern.....	1596	Russian.
Peking-Hankow	760	Belgian
Canton-Hankow; Canton-Fatshan-Samshui Branch.....	30	American.
Hsiling Branch.....	36	Chinese.
Taokou-Tzechoufu; Taokou-Pashan Section (built by the Peking Syndicate).....	90 5	British.
Pinghsiang-Chuchow	66	Chinese.
Shantung Railway; Tsingtau-Chinanfu Branch.....	280	German.
Shanghai-Woosung.....	10.5	Chinese.
Hsinminting-Mukden.....	48	Japanese.
Swatow-Chaochowfu.....	30	Chinese.
	3539	

RAILWAYS UNDER CONSTRUCTION

†Shanghai-Nanking.....	200	British.
Laokai-Yunnanfu.....	280	French.
Macao-Canton	130	Sino-Portuguese.
Chenting-Taiyuanfu	160	French.
Kaifengfu-Honanfu-Hsianfu Railway; Kaifengfu-Honanfu Section.....	140	Belgian.
Wuhu-Hangchow.....	150	Chinese.
Canton-Kowloon.....	100	British.
Peking-Kalgan.....	125	Chinese.
	1285	

RAILWAYS PROJECTED AND SANCTIONED BY THE CHINESE GOVERNMENT

Canton-Hankow.....	822	Chinese.
Hankow-Chengtu	800	Chinese (and failing Chinese, Anglo French).
‡Tientsin-Nanking.....	600	British and German.
Shantung Railway (South Branch)	200	German.
Pukou-Hsinyang.	270	British.
Soochow-Hangchow-Ningpo	200	British.
Taokou-Tzechoufu; Pashan-Tzchoufu Section	35	British.
Kiangsi Railway; Kiukiang-Nanchang Section	76	Chinese.
Langson-Lungchow	46	French.
Burmah-Yangtze.....	700	British.
Kaifengfu-Honanfu-Hsianfu; Honanfu-Hsianfu Section.....	200	Belgian.
Kwangchengtze-Kirin Section ..	75	Chino-Japanese.
Antung-Mukden.....	150	Japanese.
	4174	

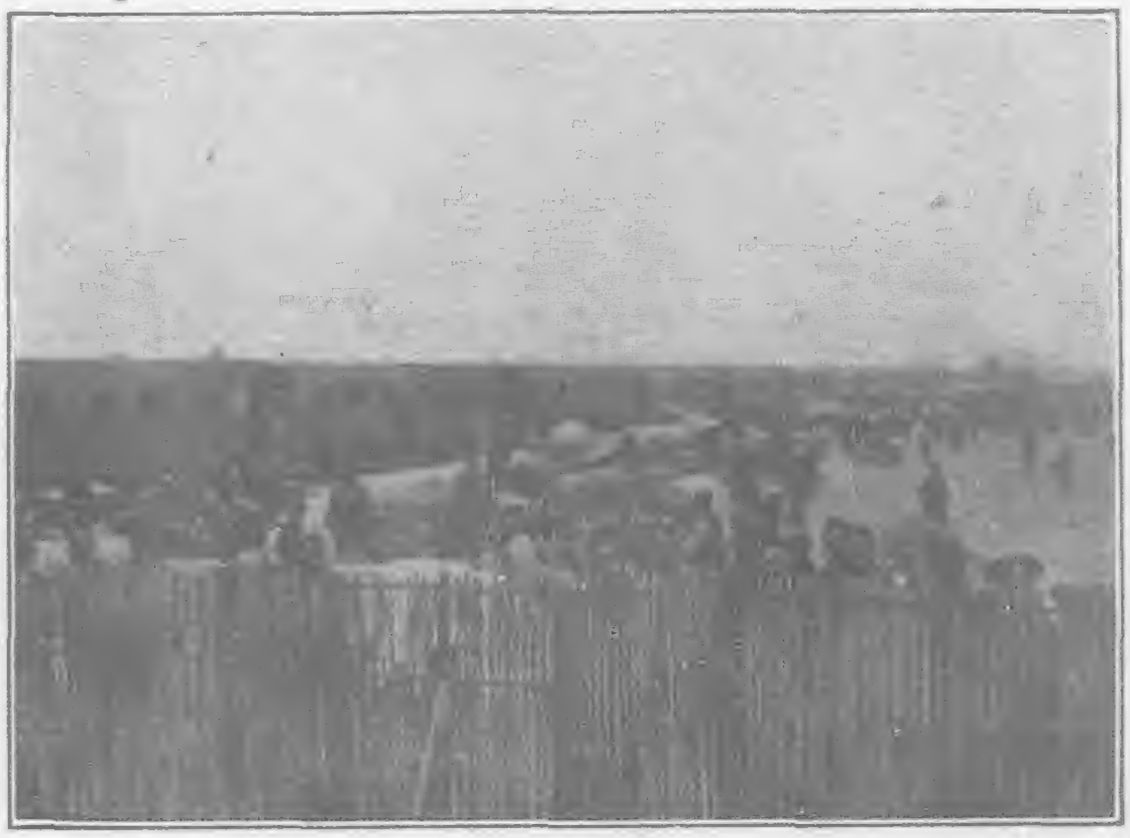
SUMMARY

Constructed	Under Construction	Projected	Total
3539	1285	4174	8998

*The historical date for this article was secured largely from this interesting and valuable work.

†Completed March, 1908.

‡Tientsin-Pukow under construction.



ARRIVAL OF TRAIN AT CHUCHOW STATION.—PEKING-HANKOW RAILWAY

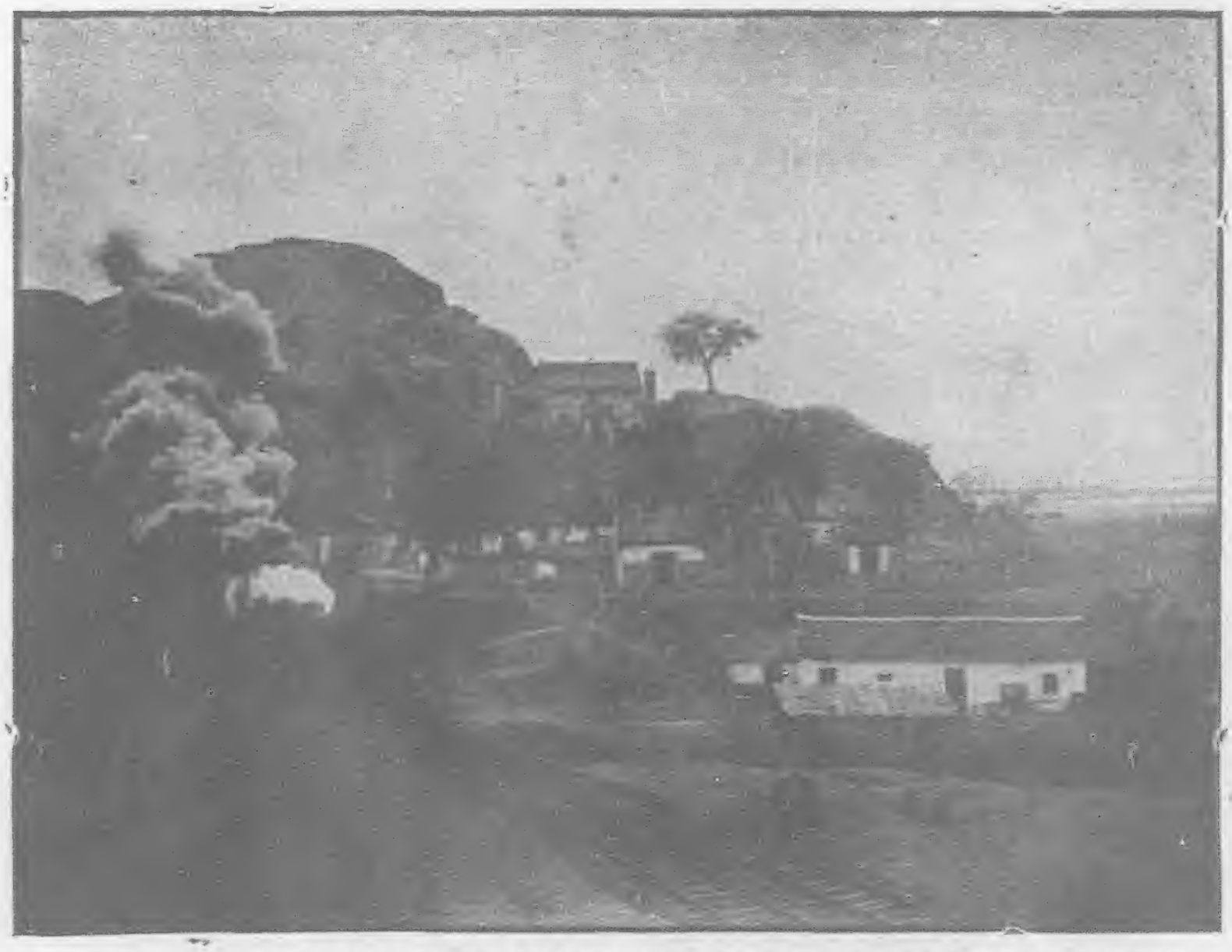
THE TIENTSIN-PUKOW RAILWAY LOAN AGREEMENT.

The following is a translation of the Agreement between the British and Chinese Corporation Ltd. and the Wai Wu Pu signed in Peking on Jan. 13, 1908, or the tenth day, twelfth moon, thirty-third year of Kwang Hsu:—

1.—The Chinese Government hereby sanctions the German and British Banks Syndicate issuing a loan for five million sterling, £5,000,000, at 5% which shall be styled the "Chinese Government five per cent Tientsin-Pukow railway loan."

2.—This loan is to furnish the capital wherewith to construct a Government railway from the vicinity of Tientsin to connect the existing Peking-Shanhaikwan line via Techow, Chinanfu to Ihsien along the southern boundary of Shantung, and this line will hereafter be known as the northern section of the Tsin-Pu or Tientsin-Pukow line; and from Ihsien to Pukow on the bank of the Yangtze opposite Nanking which shall hereafter be known as the southern section of the Tsin-Pu railway. The total distance of the two sections is 1085 kilometers or equal to 2170 Chinese li. The survey of the line will be subject to revision by the Director General.

3.—The capital will be used for the construction of the line, the purchase of the land and rolling stock, and to meet the current working expenses of the line when in operation, also the payment of the interest on the loan while the line is being constructed. The period of construction calculating from the date of commencement is estimated as four years, such commencement to take place within six months of the signing of the agreement, and within this period the syndicate shall place £500,000 at the disposal of the Director General, the money to be drawn by him either in China or from



SOUTH TUNNEL ENTRANCE TO THE YELLOW RIVER BRIDGE.—PEKING-HANKOW RAILWAY

Reproduced from Far Eastern Review.

SHEN TUN-HO, CO-DIRECTOR OF IMPERIAL CHINESE MARINE AND RAILWAY BUREAU

Europe as a first instalment of the loan. The whole or part of this £500,000 shall be deducted with interest from the proceeds of the first sale of the bonds and bear interest not exceeding 6%.

4.—The interest of the loan, which is 5%, shall be payable from the date of issue of the loan and during the time of construction, payable half-yearly. It will be paid by the Chinese Government either from the proceeds of the loan or from other sources as considered advisable.

5.—The loan is made for a term of 30 years, the repayment to commence at the end of ten years, and with the exceptions noted in Art. 6 of this agreement the amortisation to the banks concerned, Deutsch Asiatische Bank, and Hongkong and Shanghai Banking Corporation, Ltd., shall be made in half-yearly instalments out of the revenue of the line or from such other source as the Chinese Government may decide, payment being made in all cases 14 days previous to the date due calculated from the date of issue.

6.—After the expiration of ten years the Chinese Government may if it so desire redeem the outstanding amount of the loan or any part of it any time before the twentieth year on the payment of a premium of 2½%, or £102 10s. on every £100 bond. After the twentieth year redemption can be made without premium, but in any case six months' notice must be given by the Chinese Government, and the method of redemption shall be by the drawing of additional bonds at each ordinary drawing.

7.—The Deutsch Asiatische Bank and the Hongkong and Shanghai Banking Corporation having been appointed representatives for the loan by the British and German companies to receive the half-yearly payments due for amortisation and interest, referred to in Articles 4 and 5, they shall be made, in accordance with the amounts and dates attached to this agreement by the Director General of the Railway, in Shanghai or in Tientsin, in Shanghai or Tientsin Sycee sufficient to meet such payments in gold in Europe, exchange for which shall be settled with the said Banks on the same day. The railway administration may arrange exchange within six months previous to any due date for the repayment of interest and principal. Payment can be made in gold if the Chinese Government have gold funds in Europe, not remitted from China for the purpose, and desire so to use them.

The Hongkong and Shanghai Banking Corporation and Deutsch Asiatische Bank will receive a commission of one quarter per cent for their expenses as Agents.

8.—The Imperial Government of China engages that the interest and principal of this loan shall duly be paid in full, and if the revenue of the Railway or the proceeds of the loan do not suffice for full payment, the Director General shall memorialise the Throne on the amount of deficiency and make payment to the Banks on the date upon which funds are required.

9.—The loan is secured in the following manner:—

1. By lekin and internal revenues of the province of Chihli, 1,200,000 Haikuan Taels a year;

2. By lekin and internal revenues of the province of Shantung 1,600,000 Haikuan Taels a year, and

3. By the revenue of the Nanking Lekin Collectorate 900,000 Haikuan Taels a year and of the Huai-an Native Customs 100,000 Haikuan Taels a year in the province of Kiangsu.

The provincial revenues as above are declared free from all other loans, charges or mortgages.

So long as principal and interest of the loan are regularly paid, there shall be no interference with these provincial revenues. If principal or interest of the loan be in default at due date, then, after a reasonable postponement internal revenues of the three provinces sufficient to provide the amounts above stated shall forthwith be transferred to, and be administered by, the Imperial Maritime Customs, in the interest of the bondholders. And so long as this loan or any part thereof shall remain unredeemed, it shall have first claim over all future loans, on the above mentioned revenues of the three provinces. It is understood and agreed that so long as this loan in unredeemed the Railway shall under no circumstances be mortgaged nor its earnings given as security to any other object.

Should the Government decide to revise the Customs tariff with the view of abolishing likin, this agreement will not oppose such revision except that the likin required as security for the loan must not be decreased or abolished without previous arrangement with the Syndicate and after other source of revenue has been guaranteed.

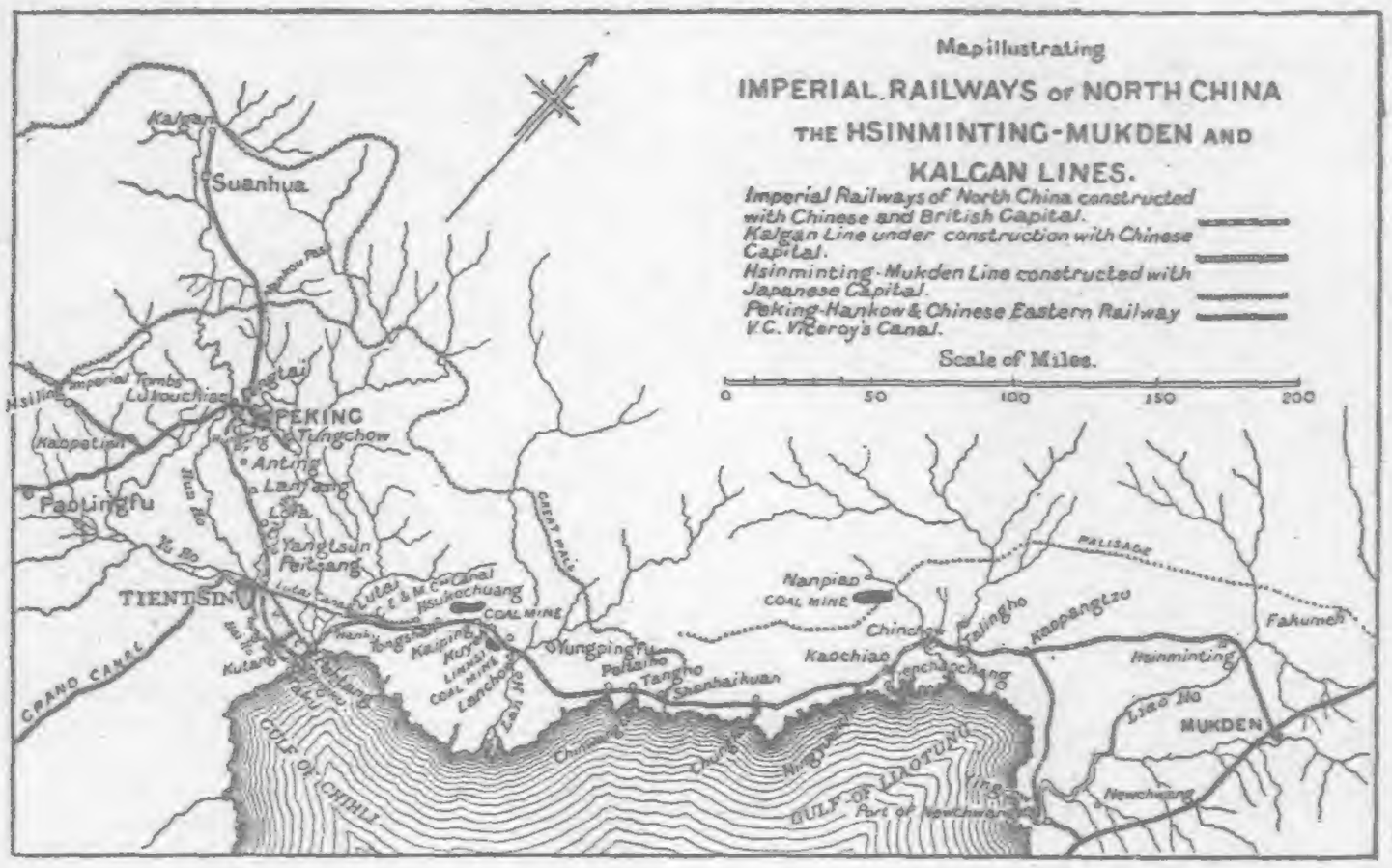
10.—The Syndicate is authorized to issue bonds for the total amount of the loan and the form of the bonds shall be arranged in consultation with the Director General or the Chinese Ministers in London and Berlin. The bonds shall be printed in Chinese and English or Chinese and German and be signed by stamp of the Director General and his seal, the Chinese Minister in London or Berlin shall also put his seal upon each bond with his signature, as a proof that the sale of the bonds is authorized by, and is binding upon the Chinese Government. The representatives of the Syndicate in London and Berlin shall countersign the bonds as agents.

In the event of bonds being lost, or destroyed, the Syndicate shall notify the Director General and the Chinese Minister in London and Berlin, who shall authorize the Syndicate to insert an advertisement in the public newspapers notifying that payment of the same has been stopped according to the customs of the country concerned, and if the bonds are not recovered the Director General or the Chinese Minister in London or Berlin, shall issue duplicate bonds.

11.—All bonds and payments made and received in connection with the service of this loan shall be exempt from all Chinese taxes and imposts during the currency of this loan.

12.—The Syndicate is authorized to issue the regulations of the loan as soon as possible after the signing of this agreement, and the Chinese Government will instruct the Chinese Ministers in London and Berlin to assist the Syndicate in any matters connected therewith and to sign the regulations of the loan.

13.—The loan will be issued in two or more instalments of bonds, the first issue of £3,000,000, as soon as possible after the signing of this agreement and not later than twelve months from the date. The price to the Imperial Chinese Government of the first instalment shall be ninety three per cent of the face value. Further issues shall be effected in time to prevent any delay of the work of



construction, in amounts to be determined by the Director General, and the price payable to the Chinese Government in respect of these series shall be the same rate as to the public, less charges of 5½ points by the Syndicate. Subscriptions will be invited by the Syndicate in Europe and in China both from Chinese and Europeans on equal conditions, preference being given to the application of the Chinese Government if application is made before the issue of the regulations.

14.—The income of the loan shall be paid to the account of Tientsin-Pukow Government Railway with the Hongkong and Shanghai Banking Corporation and the Deutsch Asiatische Bank in China, London or Berlin, as the case may be. Interest at the rate of 4% shall be granted on the portion of this account kept in London and Berlin, and interest on the portion kept in China will be allowed at the Banks' rates for current account or fixed deposits, as may be arranged. In addition to interest and commission the Banks will hold the funds for the Director General, who shall not draw more than £20,000 without giving the Banks ten days notice. Expenditure of funds shall be in amounts to suit the progress of construction of the railway by orders on the Hongkong and Shanghai Banking Corporation and the Deutsch Asiatische Bank respectively, signed by the Managing Director of the Railway or, in his absence, by his representative, and accompanied by his certificates stating the nature and cost of the work to be paid for.

Such amounts as may be required in China may at any time be transferred by the Managing Director, at his discretion, to Shanghai, the transfers being effected through the Hongkong and Shanghai Banking Corporation and the Deutsch Asiatische Bank respectively, and the transferred funds shall remain on deposit with those Banks until required for Railway purposes.

The accounts of the Railway will be kept in Chinese and English in accordance with modern methods, and will be supported by all necessary vouchers. During the period of construction the accounts will be open at any time to an inspector appointed and paid by the Syndicate. His duty will be to certify the due expenditure of the funds in accordance with the provisions of Article 3 of this Agreement. The Railway Administration will publish annually at the end of the financial year a report in the Chinese and English of the working accounts and receipts of the railway, which report may be purchased by the public on application.

15.—If during the time of construction the proceeds of the present loan should not be sufficient to complete the construction and equipment of the line, the deficiency shall be provided, in the first place, from such Chinese funds as may be available so as to permit continuance of the work any balance then uncovered being supplemented by a further foreign loan for the amount required, to be issued by the Syndicate. The interest and other conditions of such supplementary loan will be the same as in the present agreement. If after the completion of the line there should be a balance at credit of the railway account, such unused balance will be transferred to the credit of the interest reserve fund mentioned in Article 21 as a provision for payments for which the Imperial Chinese Government is responsible under this agreement.

16.—If, before the first sale of the bonds any political or financial event should take place causing the prices of Government stocks to fall so as to make the successful issue of the loan impossible on the terms named, the Syndicate shall be granted further extension of time, but not beyond eighteen months from the date of this agreement. If within this time limit the first bonds have not been issued, then this contract shall become null and the money paid by the Syndicate under the provisions of Article 3 shall be by the Chinese Government with interest, but without any other compensation or remuneration whatsoever.

17.—The construction and control of the railway will be entirely in the hands of the Imperial Chinese Government. For the work of the northern and southern sections respectively the Chinese Government will select and appoint fully qualified German and British Chief Engineers, acceptable to the Syndicate. These two Chief Engineers shall be under the orders of the Managing Director, or his duly authorized representative, and will carry out all the wishes of the Railway Administration with regard to the plan and construction of the line. They must pay all due respect to the Director General and the Managing Director. The terms of their respective agreements will be arranged by the Director General on his sole authority.

On the completion of the line the Imperial Chinese Government will administer both sections as one undivided Government Railway and will appoint an Engineer-in-Chief, who during the period of the loan shall be a European, without reference to the Syndicate.

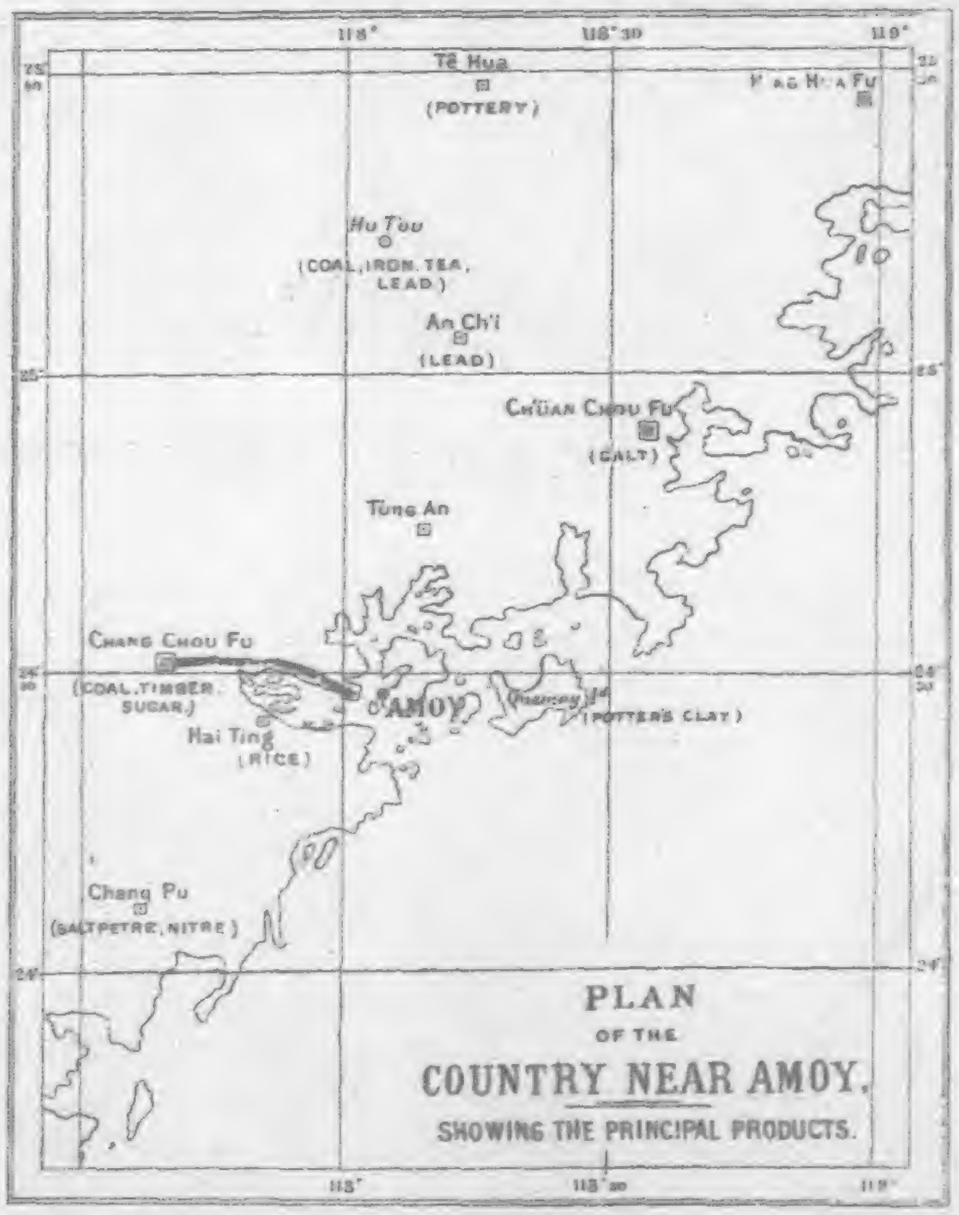
18.—For all important purchases of railway materials tenders shall be called for by the Managing Director; and the Banks and Syndicate as Agents shall purchase the materials required on the terms most advantageous to the Railway, and shall charge the original cost of same with a commission of five per cent. It is understood that no orders for materials shall be executed or any expenditure incurred without due authorization by the Managing Director.

The Railway Administration shall have the right to reject on arrival in China materials which do not come up to specifications. At equal rates and qualities goods of German and British manufacture shall be given preference over other goods of foreign origin for the northern and southern sections respectively. The Railway Administration reserves the right, while paying the above stipulated commission to the said Agents in respect of all purchases of foreign materials, to avail itself of the services of other Agents in China or abroad should it see fit to do so.

No commission shall be paid to the Agents except as above provided; but it is understood that the Railway Administration shall provide out of Railway funds for the remuneration of Consulting Engineers whenever their services are engaged.

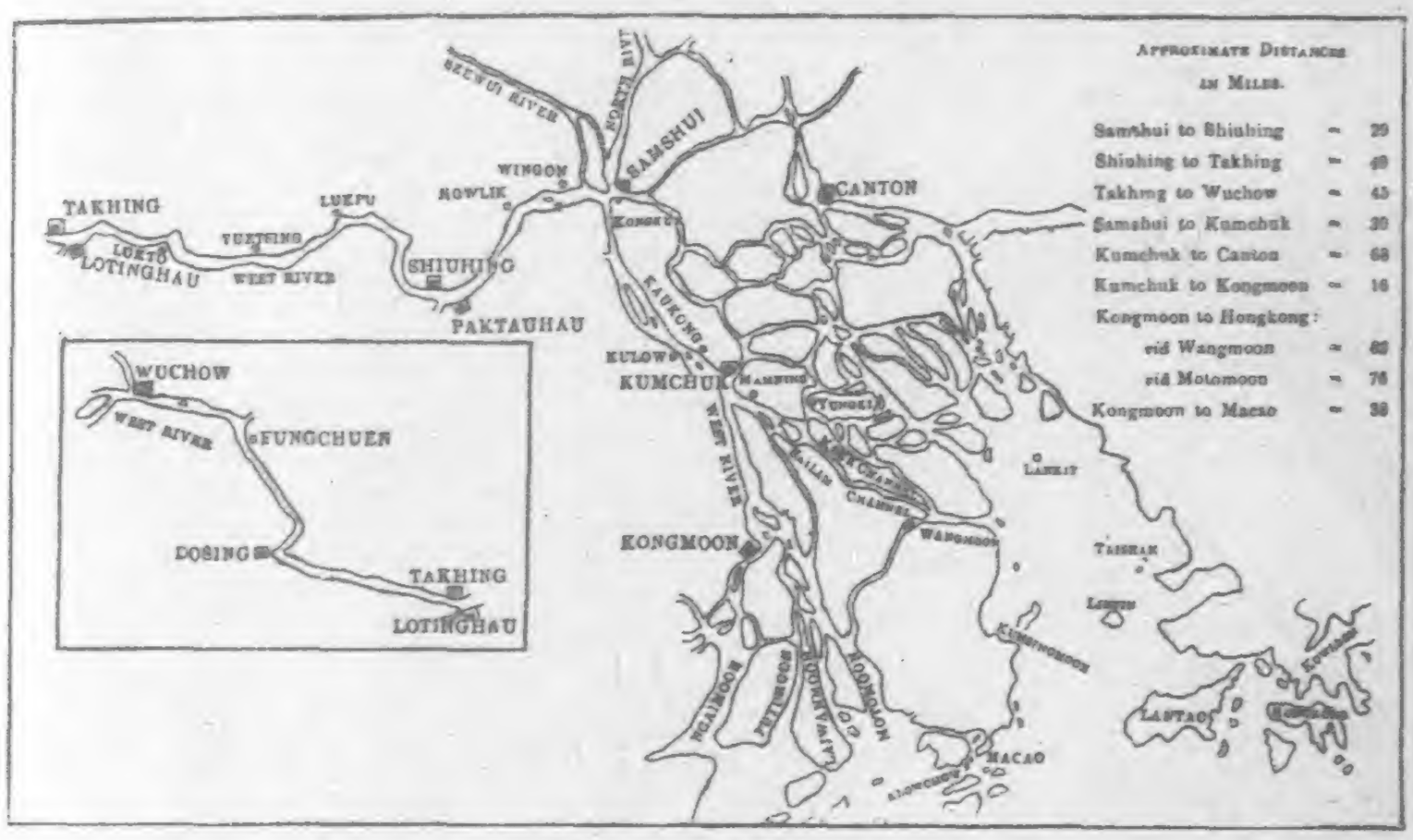
With a view to the encouragement of Chinese industries, preference will be given, at equal prices and qualities, over British, German or other foreign goods to Chinese materials, and goods manufactured in China. No commission will be paid on purchases of such materials and goods.

19.—Branch lines in connection with the railway line mentioned in this Agreement may



be built by the Imperial Chinese Government with funds at their disposal from Chinese sources, if thought advisable, and if foreign capital is required preference will be given to the Syndicate.

20.—The Syndicate is granted the right to retain two hundred thousand pounds sterling (£200,000) out of the first issue of the bonds instead of 20% of the profits of the railway as first proposed. No further payment in respect of profits will be allowed on any subsequent series of the loan, or on any supplementary loan.



WEST RIVER DELTA

21.—After payment of interest and repayment of principal of the loan for any year, the Railway Administration will deposit with the Deutsch Asiatische Bank and the Hongkong and Shanghai Banking Corporation in Shanghai or Tientsin any surplus revenue of the railway line for that year up to the amount required to pay the following year's instalments of interest on the loan; the rate of interest on the deposit being arranged with the Banks from time to time with due regard to the conditions of the market.

22.—The Deutsch Asiatische Bank and the Syndicate may transfer or delegate all or any of their rights, powers, and discretions thereunder to any German or British Company, Directors or Agents with power of further transfer subject to the approval of the Director General.

23.—This Agreement is signed under authority of an Imperial Edict dated the tenth day of the Twelfth Moon of the 33rd year of Kuang Hsu, corresponding to the 13th day of January one thousand nine hundred and eight, Western Calendar, which has been officially communicated to the Ministers of Great Britain and Germany in Peking by the Wai Wu Pu.

24.—Five sets of this Agreement are executed in English and Chinese, three sets to be retained by the Imperial Chinese Government and two by the Syndicate. In any case of dispute the English text will be taken as correct.

SHANGHAI-HANGCHOW-NINGPO LOAN AGREEMENT.—This Agreement is made at Peking on the fourth day of the second month of the thirty-fourth year of Kuang Hsü, corresponding to the sixth day of March, 1908, and the contracting parties are:—

The Waiwupu (Board of Foreign Affairs) and

The Yuchuanpu (Board of Communications), acting under the authority of an Imperial Decree, of the one part, and the British and Chinese Corporation, Limited (hereinafter called "The Corporation") of the other part.

Article 1. The Imperial Government of China authorizes the Corporation to issue a five per cent. gold loan for the amount of £1,500,000 sterling. The loan shall be of the date on which it is issued to the public and shall be called "The Imperial Chinese Government five per cent. Shanghai-Hangchow-Ningpo Railway Loan."

Article 2.—The loan is designed to provide capital for the construction of a railway line (hereinafter called "the railway") from a point connecting with the Shanghai-Nanking Railway at or near Shanghai in Kiangsu to the cities of Hangchow and Ningpo in Chekiang. The railway shall follow a line from Shanghai through Fengchingchen to Kahsingfu; and thence to Hushu and Hangchow; and thence from Chiangkan to Ningpo, on which line certain construction work has already been locally undertaken under authority of the Imperial Chinese Government.

The survey line shall be open to revision by the Yuchuanpu.

Article 3.—The Chinese Government guarantees that the capital so provided shall be solely devoted to the construction of the railway including the purchase of rolling stock and other equipment and to the working of the line during construction; it is understood, however, that the cost of the land required for the railway and the payment of interest on the Loan during construction are not to be met out of Loan funds but will be paid by the Imperial Chinese Government from other sources. It is understood that the railway will be completed within three years from the date of signature of this Agreement; and that within a period of six months from that date the Corporation shall notify the Yuchuanpu that the sum of £100,000 has been placed at their disposal, to be held in Europe or remitted to China as they may direct, as a first instalment on account of the proceeds of the Loan. This amount of £100,000, or whatever portion thereof is actually advanced, together with interest thereon not exceeding a charge of six per cent per annum, shall be deducted from the proceeds of the sale of the bonds.

Article 4.—The rate of interest for the Loan shall be five per cent per annum on the nominal principal and shall be paid to the bond-holders half-yearly. The said interest shall be calculated from the date on which the Loan is issued to the public and shall be paid by the Imperial Chinese Government during the time of construction from Chinese sources, and afterwards, in the first place out of the revenues of the railway, and should these be insufficient then from the surplus earnings of the Imperial Railways of North-China (excluding the section of the Hsinmintun-Mukden line to the East of the Liao River) and thereafter, if necessary, from such other revenues as the Chinese Government may see fit to use for the purpose, in half-yearly instalments according to the amounts specified in the schedule attached to this Agreement and fourteen days before their due dates, Western Calendar as calculated half-yearly from the date on which the Loan is issued to the public.

Article 5.—The term of the Loan shall be thirty years. Repayment of principal shall commence after the expiry of ten years from the date of the Loan, and, except as provided in Article 6 hereinafter, shall be made by yearly amortisation to the Hongkong and Shanghai Banking Corporation in half-yearly instalments, out of the revenues of the railway, and should these be insufficient, then from the surplus earnings of the Imperial Railways of North-China (excluding the section of the Hsinmintun-Mukden line to the East of the Liao River) and thereafter, if necessary, from such other revenues as the Imperial Chinese Government may think fit to use for the purpose, according to the amounts specified in the schedule attached to this Agreement, and fourteen days before their due dates, Western Calendar, as calculated half-yearly from the date on which the Loan is issued to the public.

LOOKING DOWN THE BUND.—BRITISH CONCESSION, SHAMEEN, CANTON

Article 6.—If at any time after the lapse of ten years from the date of the Loan, the Imperial Chinese Government should desire to redeem the whole outstanding amount of the Loan, or any portion of it, not yet due for repayment in accordance with the schedule of repayments hereto attached, it may do so until the twentieth year by payment of a premium of 2½ per cent on the face value of the bonds (that is to say, by payment of £102.10|- for each £100 bond) and after the twentieth year, without premium; but in each and every case of such extra redemption the Imperial Chinese Government shall give six months' notice in writing to the Corporation, and such redemption shall be effected by additional drawings of bonds, to take place on the date of an ordinary drawing as provided for in the prospectus of the Loan.

Article 7.—The Hongkong and Shanghai Banking Corporation having been appointed by the British and Chinese Corporation, Limited, Agents for the service of the Loan, the half-yearly payments due for amortisation and interest, referred to in Articles 4 and 5 shall be made in accordance with the amounts of the schedule attached to this Agreement, and fourteen days before their due dates, as fixed by Articles 3 and 5, to the Hongkong and Shanghai Banking Corporation by the Yuchuanpu or its duly appointed representative, who shall hand to the said Bank in Shanghai, fourteen days before the said due dates, funds in Shanghai sycee sufficient to meet such payments in sterling in London, exchange for which shall be settled with the Bank; the Yuchuanpu, or its duly appointed representative, having, however, the option of settling exchange with the Bank at any date or dates within six months previous to any due date for the repayment of interest and principal. These payments may, however, be made in Gold if the Imperial Chinese Government should happen to have Gold funds "bona fide" at their disposal in Europe, not remitted from China for the purpose, and desire so to use them.

In reimbursement of expenses connected with the payment of interest and the repayment of principal of the Loan, the Hongkong and Shanghai Banking Corporation will receive a commission of one quarter per cent. on the annual Loan service.

Article 8.—The Imperial Government of China hereby engages that the interest and principal of this Loan shall duly be paid in full, and should the revenues of the Railway, together with the surplus earnings of the Imperial Railways of North-China (excluding the section of the Hsinmintun-Mukden line to the East of the Liao River), not be sufficient to provide for the due and full payment of interest and repayment of principal, the Yuchuanpu shall memorialize the Throne and the Imperial Government of China will thereupon make arrangements to ensure that the amount of deficiency shall be met from other sources and handed over to the Bank at the date upon which funds are required to complete full payment of interest and repayment of principal.

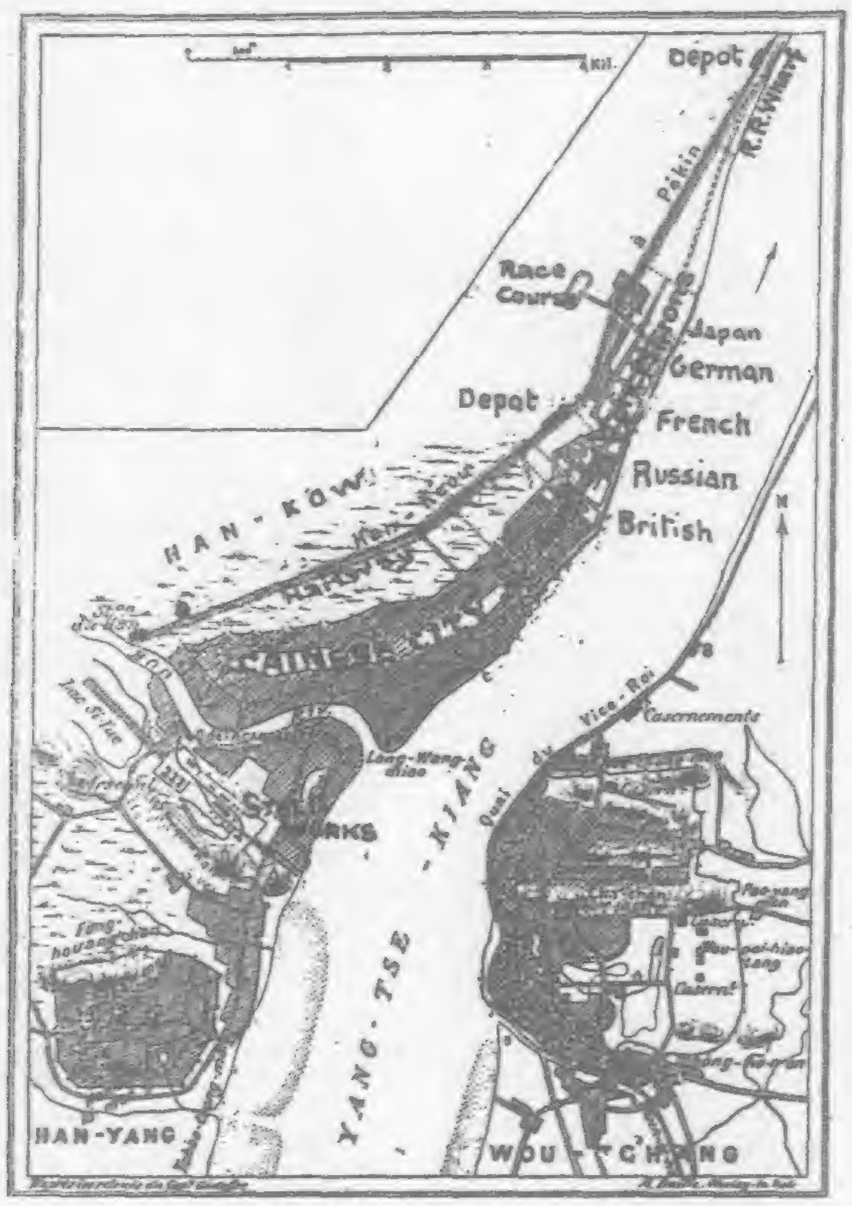
Article 9.—The Loan is hereby secured upon the surplus earnings of the Imperial Railways of North-China (excluding the section of the Hsinmintun-Mukden line to the East of the Liao River), that is to say, that after deducting from the net earnings of that railway the amounts required to meet the payments of interest and repayments of principal due in terms of the Agreement of October 10, 1898 (Kuang Hsü 24th year, 8th moon, 25th day) to the bondholders of the Imperial Chinese Government Loan of that year, then the payment of interest and repayment of principal of the present Loan shall be a first charge upon the said surplus earnings of the Imperial Railways of North-China (excluding the section of the Hsinmintun-Mukden line to the East of the Liao River) and no deductions or payments shall be made from the earnings of the said railway other than those required to meet the obligations stated in the Loan Agreement of October 10, 1898 (Kuang Hsü 24th year, 8th moon, 25th day) until an amount sufficient to pay the next half-yearly instalment of interest and principal of the present Loan shall have been placed on deposit with the Hongkong and Shanghai Banking Corporation as security for the due payment of the same.

Article 10.—The Corporation is hereby authorized to issue to subscribers to the Loan, bonds for the total amount of the Loan for such amounts as may appear advisable to the Corporation. The form of the bonds shall be settled by the Corporation in consultation with the Yuchuanpu or its duly authorized representative or with the Chinese Minister in London. The bonds shall be engraved in Chinese and English; they shall bear the facsimile of the signature of the Yuchuanpu's duly authorized representative and of his seal of office (in order to dispense with the necessity of his signing them all in person) but the Chinese Minister in London shall, previous to the issue of any bonds, put his seal upon each bond with a facsimile of his signature as a proof that the issue and sale of the bonds are duly authorized by, and binding upon, the Imperial Chinese Government, and the representative of the Corporation in London shall countersign the bonds as agents for the issue of the Loan.

If any of the bonds herein mentioned are lost or destroyed a reissue of any thereof is to be made in the amounts respectively called for by such lost or destroyed bonds but proper proof of the loss or destruction must be given in the usual form to the Corporation and the Chinese Minister in London for examination and record and the requisite guarantee is to be obtained by the Corporation from the respective claimants concerned, who shall defray all expenses connected with such reissue of bonds lost or destroyed and who under the said guarantee shall undertake to indemnify the Imperial Chinese Government and or the Corporation for any loss sustained by reason of the issue of bonds in the place of bonds lost or destroyed.

Article 11.—All bonds and coupons and payments made and received in connexion with the service of this Loan shall be exempt from all Chinese taxes and imposts during the currency of this Loan.

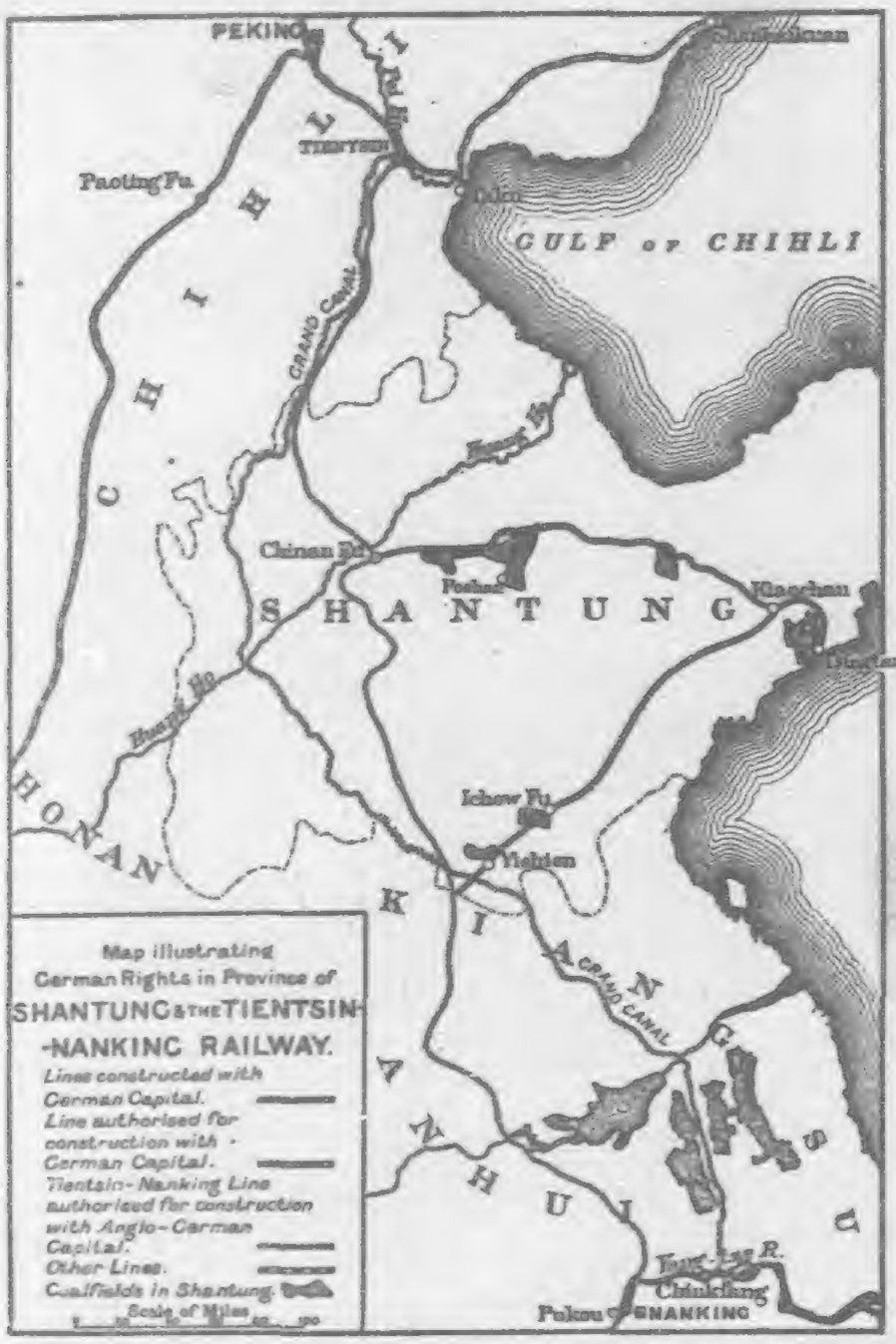
Article 12.—All details necessary for the prospectus and connected with the payment of the interest and repayment of the principal



MAP OF HANKOW, WUCHANG, AND HANYANG
SHOWING LOCATION OF HANYANG IRON
AND STEEL WORKS

KAKCHIO, FOREIGN SETTLEMENT, SWATOW. VIEW FACING WEST-CHINA SUGAR REFINERY ON THE POINT

of this Loan not herein explicitly provided for shall be left to the arrangement of the Corporation in consultation with the Chinese Minister in London. The Corporation is hereby authorized to issue the prospectus of the Loan as soon as possible after the signing of this Agreement and the Imperial Government will instruct the Chinese Minister in London to co-operate with the Corporation in any matters requiring conjoint action and to sign the prospectus of the Loan.



Article 13.—The Loan shall be issued to the public in one series of bonds, as soon as possible after signature of this Agreement and not later than twelve months from the date thereof. The price to the Imperial Chinese Government shall be 93% of the nominal value of the bonds. Subscriptions will be invited by the Corporation in England and in China both from Chinese and Europeans on equal conditions, preference being given to the application by the Chinese Government provided that such application be made before the issue of the prospectus to the public.

Article 14.—The proceeds of the Loan shall be paid to the credit of the Yuchuanpu with the Hongkong and Shanghai Banking Corporation in China or London as the case may be. Payments of the Loan proceeds into the credit of this account shall be made in instalments and on dates conforming to the conditions allowed to the subscribers to the Loan. Interest at the rate of four per cent per annum shall be granted on the credit balance of the portion of this account kept in London; and interest on the credit balance of the portion kept in China will be allowed at the Bank's rates for current account or fixed deposits, as the case may be, to be arranged.

The Bank will hold the net proceeds of the Loan with accrued interest to the order of the Yuchuanpu, or its duly authorized representative, who, in ordering payment of any sums exceeding £20,000 shall give notice to the Bank ten days before the day on which they are required. Requisitions on the Loan funds will be drawn in amounts to suit the progress of construction of the Railway by orders on the Hongkong and Shanghai Banking Corporation, signed by the Yuchuanpu or its duly authorized representative, and accompanied by his certificates or those of the said Board stating the nature and cost of the work to be paid for.

Such amounts as may be required for expenditure in China may be transferred under the instructions of the Yuchuanpu, at their discretion, to Shanghai, the transfers being effected through the Hongkong and Shanghai Banking Corporation, and the transferred funds shall remain on deposit with that Bank until required for railway purposes.

The Yuchuanpu will cause to be published annually, upon the close of the Railway's financial year, a report in the Chinese and English languages showing the working accounts and traffic receipts of the Railway, which report shall be procurable by the public on application.

Article 15.—If, during the time of construction the net proceeds of the present Loan with accrued interest should not be sufficient to complete the construction and equipment of the Railway line, the amount of deficiency shall be provided in the first place from such Chinese funds as may be available so as to permit of the uninterrupted continuance of the work of construction, any balance then uncovered being supplemented by a further foreign loan for the amount required, to be issued by the Corporation. The interest and other conditions of such supplementary Loan will be the same as in the present agreement, and the price payable to the Imperial Chinese Government will be the actual rate of its issue to the public less flotation charges of 5½ points retainable by the Corporation, that is to say, £5. 10|- for every £100 bond issued.

If, after completion of the line, there should remain a balance of Loan funds at the credit of the Railway account, such unused balance shall be at the disposal of the Yuchuanpu to be used either for the purpose of paying interest on the Loan or for the equipment of the Railway, or for the construction and equipment of branch lines beneficial to the Railway.

Article 16.—If, before the publication of the prospectus for the issue of the Loan, any political or financial crisis should take place by which the market and the prices of existing Chinese Government stocks are so affected as to render in the opinion of the Corporation the successful issue of the Loan impossible on the terms herein named, the Corporation shall be granted further extension of time, but not beyond eighteen months from the date of this Agreement, for the performance of their contract. If, within this time limit the Loan shall not have been issued this contract shall become null and void, and any advances made by the Corporation under the provisions of Article 3 shall be repaid by the Chinese Government with accrued interest but without any other compensation or remuneration whatsoever.

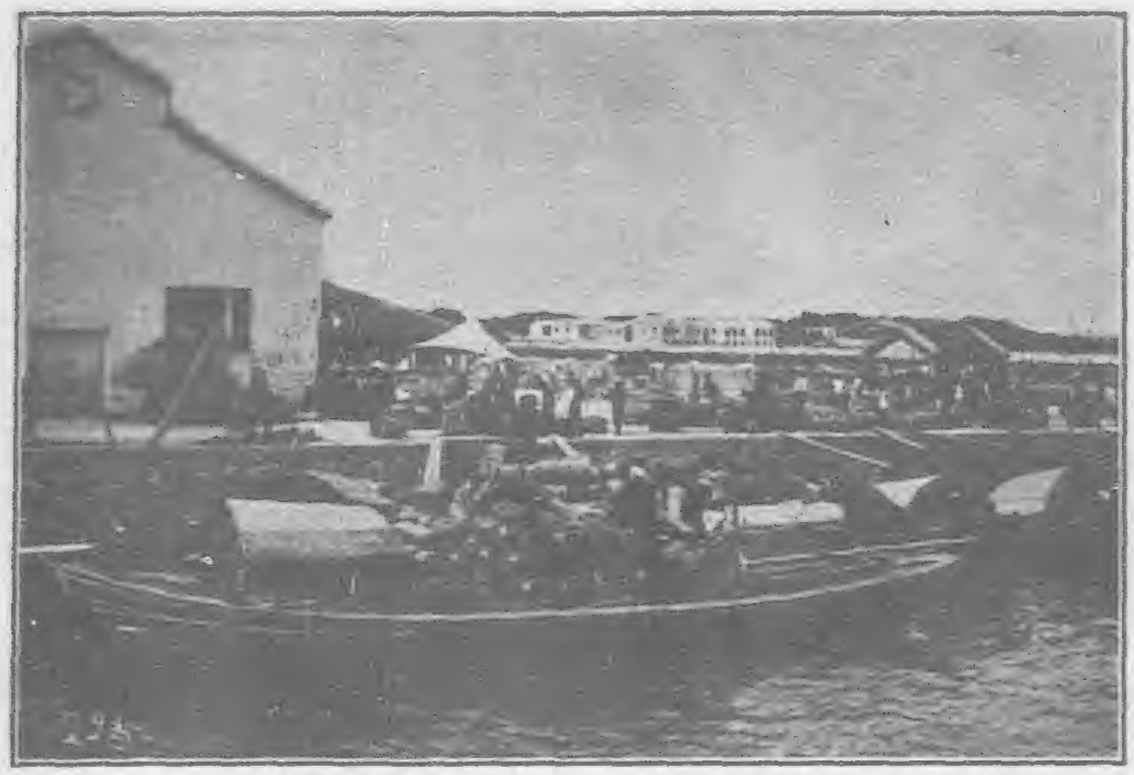
Article 17.—The construction and control of the Railway will be entirely vested in the Imperial Chinese Government. For the work of construction the Yuchuanpu, or its duly appointed Managing Director, will select and appoint a British Chief Engineer, who shall be a professional man of established reputation to be selected either in England or from the staff of one of the existing Chinese Government Railways. The Chief Engineer will be under the orders of the Managing Director, or, in his absence, of his duly authorized representative. In his general conduct he shall pay all due respect to the Managing Director. The terms of the Chief Engineer's agreement will be arranged by the Yuchuanpu or its duly appointed Managing Director.

Whenever appointments are to be made or functions are to be defined of the technical employees on the Railway staff, as well as in the case of their dismissal, the Managing Director, or in his absence, his duly appointed representative, will act in consultation with the Chief Engineer and, in the case of disagreement, the matter will be referred to the Yuchuanpu, whose decision shall be final. After completion of construction the Imperial Chinese Government will retain the services of an Engineer-in-Chief who during the period of the Loan shall be a British subject.

Article 18.—During the construction of the Railway the Corporation will act as its Agents for the purchase of all materials, plant and goods required to be imported from abroad. For all important purchases of such materials, tenders shall be called for by the Managing Director; in the case of all tenders, indents and orders for the importation of goods and materials required on the terms most advantageous to the Railway. It is understood that no orders for materials shall be executed or any expenditure incurred without due authorization by the Managing Director.

As remuneration for its services as Agents of the Railway during construction, the Corporation shall receive the sum of £35,000, half of which shall be paid when the construction work is half completed but not later than eighteen (18) months from the date of this agreement, and the other half upon completion of the line. This amount shall be regarded as commutation of all commissions to which the Corporation and its Agents would properly be entitled and of payments for all services rendered in the construction and equipment of the Railway in respect of the present Loan; but in the event of a further Loan being required under the provision of Article 15 hereinabove, then a further payment of commuted commission, proportionate to the amount of such supplementary Loan and calculated at the same rate as the commutation hereinabove mentioned, shall be made to the Corporation as commutation of its commission for all services in respect of construction.

In return for this commuted commission the Corporation as Agents shall be prepared to superintend the purchase of all foreign materials required for the construction and equipment of the Railway which shall be purchased in the open market at the lowest rate obtainable, it being understood that all such materials shall be of good and satisfactory quality. At equal rates and qualities goods of British manufacture shall be given preference over other goods of foreign origin. The Managing Director shall have the right, while paying the above stipulated commutation of commission to the said Agents, in respect of all purchases of foreign materials, to avail himself of the services of other Agents in China or abroad should he see fit to do so.



THE BUND AT SWATOW.—CUSTOMS WHARF

THE BUND AT SWATOW

Original invoices and inspectors' certificates are to be submitted to the Managing Director; all return commissions and rebates of every description shall be credited to the Railway; and all purchases made by the Agents on behalf of the Railway shall be supported by manufacturers' original invoices and inspectors' certificates.

No commission shall be paid to the Agents except as above provided; but it is understood that the Yuchuanpu or its duly authorized representative shall provide out of Railway funds for the remuneration of Consulting Engineers whenever their services are required for general assistance and advice or for the inspection abroad of materials requiring supervision of technical experts.

With a view to the encouragement of Chinese industries, preference shall be given at equal prices and qualities, over British and other foreign goods, to Chinese goods and materials manufactured in China. No commission will be paid on purchases of such materials and goods.

It is understood and agreed that after the construction of the line is completed, the Corporation will be given the preference for such Agency business during the currency of the Loan for the supply of foreign materials as may be required for the Railway, on terms to be hereafter mutually agreed upon.

Article 19.—Branch lines in connexion with the Railway mentioned in this Agreement, that may appear profitable or necessary later on, shall be built by the Imperial Chinese Government with funds at their disposal from Chinese sources, and if foreign capital is required, preference will be given to the Corporation.

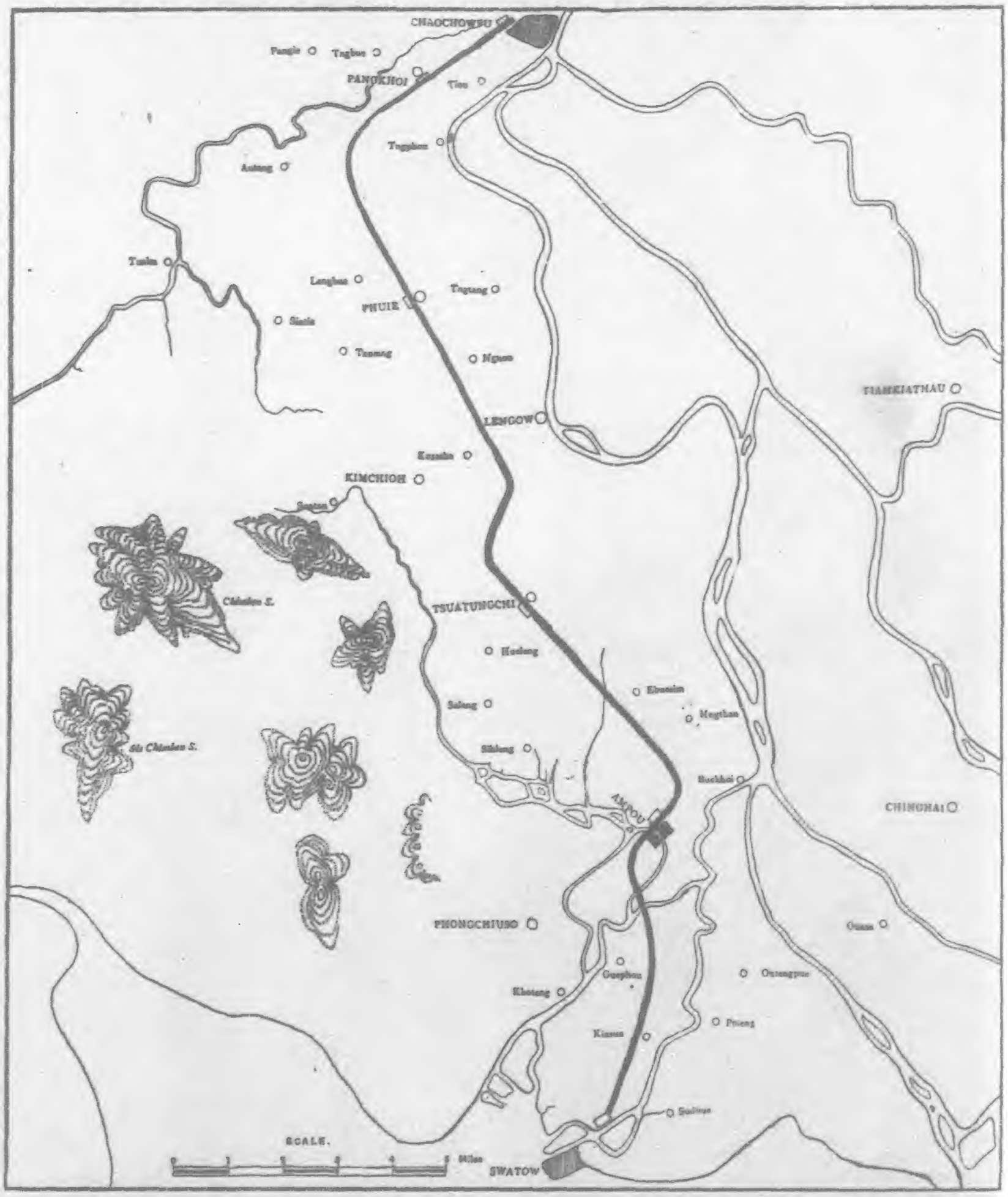
Article 20.—By the preliminary agreement dated October 15, 1898 (Kuang Hsü 24th Year, 9th Moon, 1st Day) participation of twenty per cent of the net profits of the Railway had been promised to the Corporation in remuneration for their general responsibility and services. In commutation of this participation in net profits, the Corporation is granted the right to retain £67,500 out of the proceeds of the Loan in instalments and on dates in proportion to, and based on, the terms of subscription to the Loan, as stated in the prospectus. No further payment in respect of commutation of profits will be allowed on any supplementary Loans.

Article 21.—After payment of interest and repayment of principal of the Loan for any current year, the Yuchuanpu shall deposit with the Hongkong and Shanghai Banking Corporation in Shanghai any surplus of the net revenue of the Railway line for that year up to the amount required to pay the following year's instalments of interest on the loan; the rate of interest on the deposit being arranged with the Bank from time to time with due regard to the conditions of the market.

Article 22.—The Corporation may, subject to all its obligations under this Agreement, transfer or delegate all or any of its rights, powers or discretions thereunder to any British Company, Director or Agent, with power of further transfer and subdelegation, such transfer, subtransfer, delegation or subdelegation, to be subject to the approval of the Yuchuanpu.

Article 23.—This Agreement is signed under authority of an Imperial Decree of this date which has been officially communicated to the Minister of Great Britain in Peking by the Waiwupu.

Article 24.—Three sets of this agreement are executed in English and Chinese, two sets to be retained by the Imperial Chinese Government and one by the Corporation; in the event of any doubt arising regarding the interpreta-



Reprinted from the Far Eastern Review

MAP OF THE SWATOW-CHAOCHAOW-FU RAILWAY.

HIS EXCELLENCY CHUNG MUN YEW

MANAGING DIRECTOR OF THE CHINA MERCHANTS STEAM NAVIGATION COMPANY AT SHANGHAI AND OF THE SHANGHAI-NANKING RAILWAY—A GRADUATE OF YALE UNIVERSITY AND FORMER SECRETARY OF LEGATION AT WASHINGTON AND CONSUL-GENERAL AT HAVANA AND MANILA. PROBABLY THE MOST POPULAR CHINESE DIPLOMAT AMONG AMERICANS

tion of the contract the English text shall rule.

Signed at Peking by the contracting parties this fourth day of the second month of the thirty-fourth year of the Emperor Kuang Hsü, being the sixth day of March nineteen hundred and eight.

Signed,

HU HUI-TE,
LIANG SHING-YI,
KAO ERH-CH'IEN.

[Seal of Waiwupu].

For the British and Chinese Corporation, Ltd.,

J. O. P. BLAND,
Representative in China.

(*) PRELIMINARY AGREEMENT BETWEEN THE HONGKONG AND SHANGHAI BANKING CORPORATION AND DIRECTOR-GENERAL HU, RESPECTING THE PEKING-NEWCHWANG RAILWAY LOAN.

This is a preliminary Agreement made between his Excellency Hu, Governor of Peking and Administrator-General of the Imperial Railways of North China within and without the Great Wall, hereinafter called the Administrator-General, of the one part: and the Hong Kong and Shanghai Banking Corporation, representing a British Syndicate, hereinafter called the Syndicate, of the other part.

1.—The Syndicate is hereby authorized by the Administrator-General to make arrangements to float and issue, on behalf of the Railway Administration, on the best terms obtainable on the market, a sterling loan for the equivalent of about (16,000,000 taels), for the construction of railway line from Chung-hou-sou to Hsin Ming-tien, and a branch line to Ying-tzu, and for the redemption of existing loans to the Tientsin-Shan-hai-kuan and Tientsin-Lu-kou-chiao lines.

2.—The security for the loan shall be the permanent way, rolling-stock, and entire property, together with the freight and earnings of the existing lines between Peking, Tientsin, Tang-ku, and Chung-hou-sou, and also of the proposed new lines when constructed, in addition to the rights of mining coal and iron, which will be retained by the Railway Administration on each side of the proposed new lines, for a distance to be determined. In the event of default or arrears in payment of interest or payments of principal, the said railway lines and mines shall be handed over to representatives deputed by the Syndicate, to manage them on their behalf, until principal and interest of the loan are redeemed in full, when the management will revert to the Railway Administration.

It will, however, be provided that if such arrears are for a small sum, and it appears desirable to the Syndicate to extend the due date of their payment for a term not exceeding three months, it shall be open to the syndicate to do so.

In the event of any special circumstances arising, necessitating the introduction of important changes by the management aforesaid, these changes shall be effected in consultation with the Administrator-General, and in the best interests of the railway. In the case of war or famine, troops and grain will be transported over the line on terms to be arranged hereafter.

No further loan, charge, or mortgage shall be charged on the security named above until this loan is redeemed.

3.—During the currency of the loan the principal members of the railway staff shall be capable and experienced Europeans, who shall be, as at present, appointed by the Administrator-General of the Railway, and may be, in the event of their misconduct or incompetency, dismissed, after consultation with the Chief Engineer. If there are Chinese, with sufficient engineering or traffic experience, they may be appointed as well as Europeans. Should it be necessary to appoint a new Chief Engineer, such appointment shall be made in consultation with the Syndicate.

In addition to above, a capable and experienced European Railway Accountant shall be appointed to inspect all the accounts of the railways.

All receipts and earnings of the lines herein specified shall be paid into the credit of the Railway Administration with the Hong Kong and Shanghai Banking Corporation, Tientsin, together with 50,000 taels annually payable under the Board of Revenue's arrangement, approved by the Throne, by each of the provinces of Shansi, Shensi, Honan, and Anhui, for railway purposes for ten years.

All expenses of repairing and maintaining lines will be paid from this account, the remainder of which shall then be charged with the service of this loan.

4.—The rate of interest, price, term of years, and other particulars shall be left to the Syndicate to arrange, on the best terms possible, on the market, when the moment appears favorable for floating the loan. Instalments of proceeds will be arranged as far as possible to suit the progress of construction and the requirements of the Administrator-General, interest being calculated from the date of such payments. The loan will be redeemable by annual drawings to be scheduled in the final agreement. Besides the drawings so scheduled the Administrator-General may from time to time, on giving due notification to the Syndicate, call for extra drawings to be held, bonds so drawn being redeemed by the Railway Administration at 20 per cent. premium on their par value.

5.—If it shall be found that the loan cannot be floated without the introduction of some special attraction, the Administrator-General shall memorialise the Throne, recommending that a concession of mining rights be granted to the Syndicate at a point or points on the lines, and on terms to be arranged with the Syndicate on the basis of the Mining Regulations newly established by the Tsung-li Yamen. The requests of the Syndicate will be confined to mines within a distance of 5 li of the railway.

6.—The date of issue of this loan shall be left to the discretion of the Syndicate, to be fixed in accordance with the state of the market, but should it be found impossible to issue it before the 1st day of October next, the Syndicate will arrange to advance to the Administrator-General, on or about that date, an instalment of about 2,000,000 taels on account of, and repayable out of the proceeds of the loan when floated. The terms of this advance shall be left to the arrangement of the Syndicate on the best terms obtainable, interest not to exceed the rate of 5½ per cent. per annum, and the Syndicate shall be authorized to issue temporary bonds for the amount if required.

7.—For the satisfaction of the investing public who are unacquainted with China a satisfactory report will be required from District Engineer, Mr. J. Ginnell, as to the condition and earning power of the old lines, and as to the route, prospects, and mineral wealth of the new lines to be constructed, and Mr. Ginnell shall be instructed by the Administrator-General to proceed to London as soon as possible after the signing of this preliminary Agreement, to confer with the Syndicate on these matters.

8.—The terms of this preliminary Agreement will, immediately after signature, be submitted by the Administrator-General to the Throne for sanction by Imperial Edict, which shall be officially communicated by the Tsung-li Yamen to the British Minister in Peking.

9.—Three months from the date of signature of this preliminary Agreement shall be allowed to the Syndicate to accept or decline its terms. Upon their confirmation by the Syndicate this preliminary Agreement shall be replaced by a definitive Agreement, providing for all details.

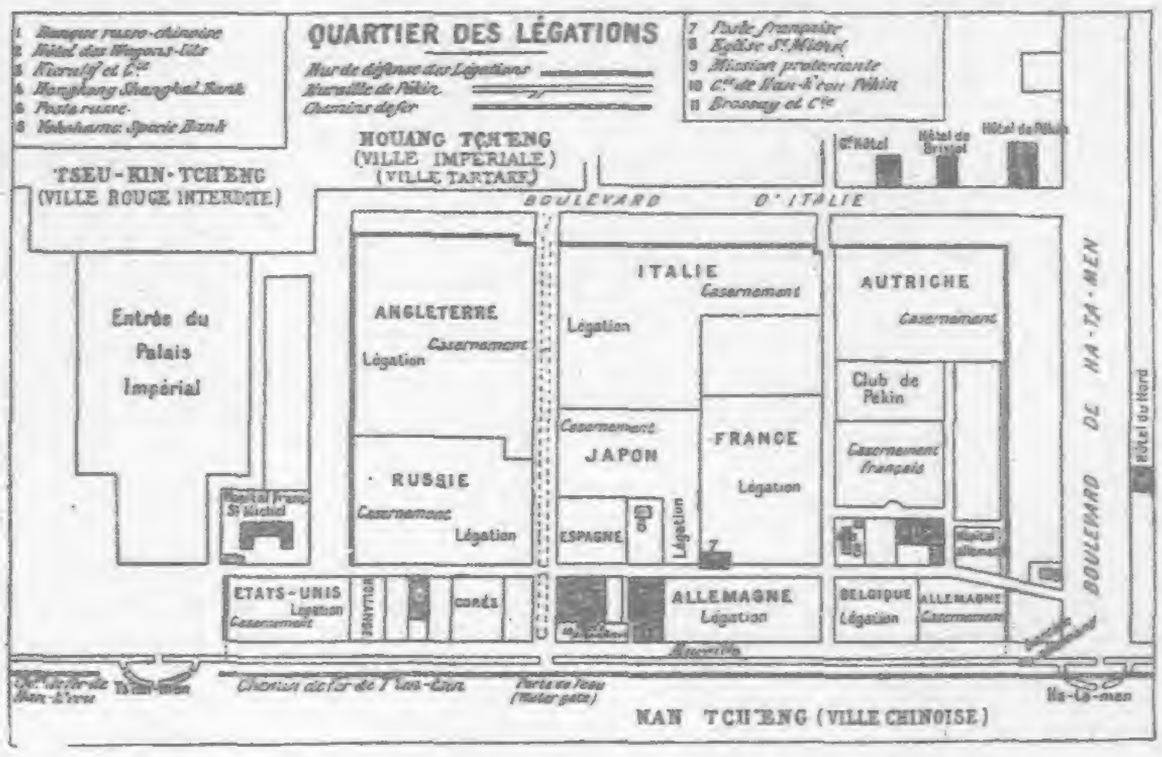
(*) Several of these agreements are reproduced from P. H. Kent's "Railway Enterprise in China."

Signed at Peking, this 7th day of June 1898, being the 19th day of the 4th moon of the 24th year of the Emperor Kuang Hsu.

(Seal of Administrator-General of Railways within and without the Shan-hai-kuan boundary.

For the Hong Kong and Shanghai Banking Corporation,

(Signed) E. G. HILLIER, *Agent.*



THE QUARTERS OF THE FOREIGN LEGATIONS IN PEKING

DEFINITIVE AGREEMENT BETWEEN THE BRITISH AND CHINESE CORPORATION (LIMITED) AND DIRECTOR-GENERAL HU RESPECTING THE PEKING-NEWCHWANG RAILWAY LOAN.

This agreement is made between His Excellency Hu, Governor of Peking, as Administrator-General of the Railways of North China within and without Shan-hai-kuan, acting under the authority of the Imperial Chinese Government, hereinafter called the "Administrator-General," of the one part, and the Hong Kong and Shanghai Banking Corporation, for themselves and on behalf of the British firm of Jardine, Matheson & Co., representing as joint agents the British and Chinese Corporation (Limited), hereinafter called the "Corporation" of the other part:

Whereas, on the 7th day of June 1898, being the 19th day of the 4th month of the 24th year of the Emperor Kuang Hsu, a preliminary Agreement was signed at Peking between the Administrator-General and the Hong-Kong and Shanghai Banking Corporation, representing a British Syndicate, for a sterling loan for the equivalent of about 16,000,000 taels, for the construction of a railway line from Chung-hou-sou to Hsin-ming-ting and a branch line to Ying-tzu, and for the redemption of existing loans made to the Tientsin-Shan-hai-kuan and Tientsin-Lu-kou-chiao Railway lines: and

Whereas in terms of the preliminary Agreement a period of three months from its date was allowed to the Syndicate to accept or decline its conditions: and

Whereas the Hong Kong and Shanghai Banking Corporation, before the expiration of the period named, duly notified the Administrator-General that it is prepared, with certain modifications, to arrange the issue of the loan upon the conditions named in the preliminary Agreement:

1.—The Corporation agrees to issue on behalf of the Administrator-General a sterling loan for the amount of £2,300,000, the proceeds of which are to be applied in the order following:—

(1).—To the redemption forthwith or at maturity of the loans and advances specified in the statement attached to this Agreement which have been made by foreign banks to the Tientsin-Shan-hai-kuan and the Tientsin-Lu-kou-chiao Railway lines. The Administrator-General hereby certifies that the total amount of the liabilities due by the lines named does not exceed the sum of 3,000,000 taels.

(2).—To the carrying out, within a period of three years from the date of this Agreement, of certain improvements and additions to rolling-stock on the existing lines between Peking and Shan-hai-kuan, recommended by the European Chief Engineer, and estimated by him to cost about 1,500,000 taels.

(3).—To the construction of a railway line from Chung-hou-so to Hsin-ming-ting, and one from a point on that line near Shih-san-chan to Ying-tzu, and of a branch line from Nu-erh-ho to the collieries of Nanp'iao.

The Administrator-General engages that the construction of the new lines here specified shall be completed within a period of three years from the date of this Agreement.

2.—In the event of the proceeds of this loan being insufficient for the completion of the new lines here specified, the Administrator-General will provide or will arrange with the Imperial Government of China to provide funds from other sources sufficient to complete their construction.

3.—This loan shall be a first charge upon the security of the permanent way, rolling-stock, and entire property, with the freight and earnings of the existing lines between Peking and Shan-hai-kuan, and on the freights and earnings of the new lines when constructed. The Administrator-General shall, during the continuance of this loan, maintain the railway buildings, works, rolling-stock, and dependencies in good order and condition, and shall increase the rolling-stock from time to time to such extent as shall be necessary for the requirements of the traffic.

Should it be decided hereafter to construct branch lines or extensions connecting with the lines herein named, their construction shall be undertaken by the Railway Administration, and should the funds of the Railway Administration be insufficient for that purpose, it shall apply to the Corporation for the same.

4.—The principal and interest of this loan are guaranteed by the Imperial Government of China, and in the event of default in payment of interest or repayment of principal at due date, the Corporation shall immediately notify the Imperial Government of China thereof, and the Imperial Government of China will thereupon provide the funds necessary to meet such payment in sterling in London. In the event of the Imperial Government of China being unable to provide the funds necessary to meeting a payment of interest or principal when called upon by the Corporation to do so, in terms of this clause, the said railway lines and entire property shall thereupon be handed over to representatives deputed by the Corporation to manage, on their behalf, until principal and interest of the loan have been redeemed in full, when the management will revert to the Railway Administration. It is provided that should arrears of interest or principal be for a small sum, and it appear desirable to the Corporation to extend the due date of their payment for a term not exceeding three months, it shall be open to the Corporation to do so.

This arrangement, which differs from other contracts in that the Administrator-General retains control of the railway lines so long as the principal and interest of this loan are regularly paid, has been agreed to in consequence of the friendly relations which have long existed between the Contracting Parties.

5.—No further loan shall be charged upon the security named above, except through the Corporation, until the loan is redeemed; and the Tsung-li Yamen will hand to the British Minister in Peking a written undertaking on behalf of the Imperial Government of China, that the railway lines named in this Agreement shall never be alienated or parted with.

6.—During the currency of this loan the Chief Engineer of the railways shall be a British subject. The principal members of the railway staff shall be capable and experienced Europeans, who shall be, as at present, appointed by the Administrator-General of the Railways, and may be, in the event of their misconduct or incompetency, dismissed after consultation with the Chief Engineer.

If there are Chinese with sufficient engineering or traffic experience they may be appointed as well as Europeans.

Should it be necessary to appoint a new Chief Engineer, such appointment shall be made in consultation with the Corporation.

In addition to the above, a capable and efficient European Railway Accountant shall be appointed, with full powers to organize and direct the keeping of the railway accounts, and to act with the Administrator-General and the Chief Engineer of the railway in the supervision of receipts and expenditure.

7.—The railway lines named in the Agreement being Imperial Government lines, in the event of war or famine, Chinese Government troops and grain may be transported over the lines free.

REAR VIEW OF FATSHAN STATION ON THE CANTON-HANKOW RY.

8.—All receipts and earnings of the lines herein specified shall be paid into the credit of the Railway Administration with the Hong Kong and Shanghai Banking Corporation, Tientsin, together with 50,000 taels annually, payable under the Board of Revenue's arrangement approved by the Throne, by each of the provinces of Shansi, Shensi, Honan, and Anhui, for railway purposes for ten years.

MAP ILLUSTRATING FRENCH RAILWAY RIGHTS IN SOUTH CHINA

All expenses of working and maintaining the lines will be paid from their receipts and earnings, the remainder of which, together with the provincial funds above named, shall then be charged with the service of this loan. Payments of interest and repayments of principal shall be made in equal monthly instalments, and in accordance with the amounts and dates of a yearly schedule which will be furnished to the Administrator-General by the bank. These payments shall be made by the Administrator-General to the Hong Kong and Shanghai Banking Corporation, Tientsin, in Hongping sycee sufficient to provide the sterling amount due to the bondholders in terms of the prospectus of the loan, the rate of exchange for these payments being fixed by that bank as each such payment becomes due. In reimbursement of expenses incurred in connection with the distribution of the service to the bondholders of the principal and interest of the loan, the Hong-Kong and Shanghai Banking Corporation, Tientsin, shall receive from the Railway Administration a commission of ¼ per cent. on the annual loan service, which will be included in the yearly schedule for the same.

9.—The term of the loan shall be forty-five years, and, subject to the modification mentioned hereinafter, repayment of principal shall be made, so far as regards the bondholders, in forty equal annual instalments, commencing with the sixth year.

10.—Interest on the loan shall be charged at the rate of 5 per cent. per annum on the nominal principal, and shall be calculated on the balance of such principal at any time outstanding, payments of interests being made by the Administrator-General in accordance with the amounts and dates specified in the yearly Schedule to be provided.

11.—The loan will be redeemed by annual drawings in London as provided for in the prospectus. Besides the drawings as provided for, the Administrator-General may, on giving three months' notice to the Corporation, call for extra drawings to be held for any amount. Bonds so drawn to be redeemed by the Railway Administration at 20 per cent. premium on their par value. Any such extra drawings must take place on the date of the ordinary drawing provided by the prospectus.

In the event of such extra drawings taking place, subsequent payments of interest will be adjusted in the Yearly Schedule to be provided, but the repayments of principal shall continue unaltered in terms of clause 9 of this Agreement until the loan is redeemed.

The Imperial Government of China hereby engages that this loan shall not be redeemed or converted otherwise than as herein provided.

12.—The price agreed upon for this loan is 90 per cent. net of the nominal principal, but should an unfavorable state of the market prevail at the time of issuing the prospectus the Corporation is hereby authorized to reduce the price of the loan, at its own discretion, to not less than 88 per cent. net to the Railway Administration.

13.—The Corporation are hereby authorized to issue to subscribers to the loan bonds for the total amount of the loan in pounds sterling, in such form and for such amounts as shall appear desirable to the Corporation, and the Minister for China in London will seal all such bonds with his official seal, as evidence that the Imperial Government of China is bound thereby. Each such bond shall bear the following clause:—

"The Imperial Government of China, pursuant to an Imperial Edict, dated....., unconditionally guarantees and declares itself responsible for the payment of the principal moneys and interest hereby secured, and in faith thereof it has specially authorized the Chinese Minister in London to seal this bond with his official seal."

14.—All bonds and coupons and payments made and received in connection with this loan shall be exempt from Chinese taxes and imposts for ever.

15.—All details necessary for the prospectus and connected with the service to the bondholders of the interest and repayment of principal of this loan, not herein explicitly provided for, shall be left to the arrangement of the Corporation, who are hereby authorized to issue a prospectus of the loan as soon as possible after the signing of this Agreement.

The Tsung-li Yamen will instruct the Chinese Minister in London to co-operate with the Corporation in any matters requiring conjoint action.

16.—The loan shall be issued to the public as soon as possible after the signing of this Agreement, and shall date from the first day of the month of its issue. Payment of the entire proceeds will be made in London to the order of the Administrator-General not later than the 31st day of March 1899: of the above proceeds the Corporation will advance to the order of the Administrator-General in London, on or before the 31st day of October next, the sum of £250,000; this advance will bear interest at the rate of 5½ per cent. per annum until such time as the first instalment of the loan proceeds shall be available, when it shall be deducted from those proceeds by the Corporation.

17.—In the event of an unfavorable state of the market rendering the issue of this loan, and the payment of its proceeds to the Railway Administration impossible on the terms named without loss to the Corporation, the Corporation shall be granted such extension of time for the performance of its contract with the Administrator-General as the circumstances demand, any advances or instalments of proceeds already made to the Railway Administration being in that case treated as regards payment of interest, repayment of principal, security, and Imperial Chinese Government guarantee in terms of this present Agreement, and as forming part of the principal amount of this loan. Similar extension of time for the issue of this loan and payment of its proceeds shall also be granted in the event of the Deutsche-Asiatische Bank, Berlin, objecting to its issue

VIEW OF TRACKS ON CANTON-HANKOW RY. FROM FATSHAN STATION

before the month of April next, in accordance with the terms of clause 9 of the Agreement for the Chinese Imperial Government 4½ per cent. Sterling Loan of 1898.

18.—Immediately after the signature of this Agreement, and before the issue of the prospectus of the loan to the public, the Administrator-General will memorialise the Throne and obtain an Imperial Edict confirming and sanctioning the provisions of this Agreement, the Imperial Edict so received being then communicated officially and without delay by the Tsung-li Yamen to the British Minister in Peking.

19.—The Corporation may, subject to all its obligations, transfer or delegate all or any of its rights and discretions to any British Company, Directors, or Agents, in consultation with the Administrator-General, with or without power of further transfer and sub-delegation.

20.—This Agreement is executed in Quadruplicate in English and Chinese, one copy to be retained by the Administrator-General, one by the Tsung-li Yamen, one by the British Minister in Peking, and one by the Corporation. Should any doubt arise as to the interpretation of the contract, the English text shall be accepted as the standard.

Signed at Peking by the Contracting Parties this 25th day of the eighth month of the twenty-fourth year of the Emperor Kuang-Hsu, being the 10th day of October 1898, Western Calendar.

AGREEMENT BETWEEN THE CHINESE GOVERNMENT AND THE RUSSO-CHINESE BANK FOR THE CONSTRUCTION AND MANAGEMENT OF THE CHINESE EASTERN RAILWAY.

Imperial sanction received by the Chinese Envoy to Russia, Hsu, dated 29th August, 1896. Agreement signed 8th September 1896.

1.—China and Russia establish a Company, to be called the Chinese Eastern Railway Co., to construct and manage this railway. The seal to be used by the Company will be issued by the Chinese Government. The regulations of the Company will be in conformity with those of Russian Railway Companies. Shares may only be bought by Chinese and Russians. The Director of the Company will be appointed by China. His remuneration will be provided for by the Company. He may live in Peking. His duty will be to supervise the task delegated to the Company by China, and to ascertain whether its obligations are faithfully performed. All business between the Company and the Chinese Government or any Chinese officials, either in Peking or the provinces, will also be managed by the Director. The Director will also investigate from time to time the accounts of the Company with the Chinese Government. An agent must be stationed in Peking for convenience of consultation.

2.—For the purpose of surveying the course of the railway, the Chinese Director will depute an officer to act in conjunction with the Company's Engineer and the local officials along the line of route, who will arrange matters satisfactorily. Measures must be taken to pass round all houses, graves, villages, and towns on the course of the railway.

3.—Within twelve months of the issue of an Imperial Edict sanctioning this Agreement the Company must have commenced work on the railway; and within six years from the date of the completion of the survey for the line and the handing over to the Company of the necessary land the whole line must be completed. The gauge of the line must be that of the Russian Railway, *i. e.*, 5 Russian feet, equivalent to 42⅔ Chinese inches.

4.—The Chinese Government will order all local officials concerned to do their utmost to assist the Company in regard to all material required for the construction of the railway, in engaging laborers and boats, carts, men, and horses for transport purposes, and in the purchase of grain and fodder. All these must be paid for by the Company at market rates. The Chinese Government will also afford facilities for transport.

5.—The Chinese Government will take measures for the protection of the line and of the men employed thereon. The staff, Chinese and foreign, necessary for the line will be engaged as required by the Company. All crimes and lawsuits arising on the land of the Company will be dealt with by the local officials in accordance with Treaty.

6.—As regards the land required by the Company for constructing, managing, and protecting the line and adjacent land, for procuring sand, earth, stones, and lime, if the land be Government land it will be given the Company without payment. If privately owned, the Company will provide funds for payment to the proprietors at market rates, either in one payment or as yearly rent. All the Company's land will be exempted from land tax. As soon as the land comes under the management of the Company they may erect thereon any buildings and carry on all kinds of work, and they may establish a telegraph line thereon worked by the Company for the Company's use. With the exception of mines, for which special arrangements must be made, all receipts of the Company for transport of passengers and freight telegrams, etc., will be exempt from all taxation.

7.—All materials required by the Company for the construction and repair of the line will be exempt from taxation.

8.—All Russian troops, naval or military, and munitions of war, moved by the Russian Government by this railway, must be conveyed by the Company directly across the border. Apart from slight detentions *en route*, incidental to transfers, no other delays will be permitted for any cause.

9.—Any foreign passengers by this line who may proceed into the interior away from the railway must be provided with Chinese passports authorising them to proceed. Any person unprovided with such passports must be forbidden by the Company to proceed into the interior.

10.—All goods and baggage coming from Russian territory, and again entering Russian territory by this line, will be exempt from taxation, but such goods and baggage, with the exception of personal luggage with passengers, must be carried by the Company in special vans, and sealed by the Customs officers on entering Chinese territory, and on leaving Chinese territory they must be examined by the Customs officers to ascertain that the seals are intact, in which case they will be allowed to pass. If it be found that the seals have been opened *en route* the goods will be confiscated.

As to goods conveyed by this line from Russia to China or from China to Russia, they will pay duty according to the Treaty tariff, *i. e.* an import or export duty, as the case may be, but subject to a reduction of ⅓ of the tariff rate. If such goods be conveyed to the interior they must pay transit duty in addition, *i. e.* half the amount of the duty already paid. Transit duty being paid, they are not to be taxed again on passing Customs stations or likin barriers. But if transit duty be not paid they must pay duty at stations and at likin barriers. China must establish Customs stations at the two points where the line crosses the frontier.

11.—Fares for passengers, freight for goods, and charges for loading or unloading will be fixed by the Company. Chinese Government despatches and letters must be carried by the Company free of cost. Chinese troops and munitions of war will be carried at half rates.

12.—From the day of completion of the railway and the commencement of traffic, for a period of eighty years, all profit made by the line shall belong to the Company solely. Any loss must likewise be borne by it; the Chinese Government cannot be responsible. After eighty years the line and all its property are to revert to the Chinese Government without payment.

Thirty-six years after commencement of traffic China may take over the line on payment of the following and all capital and all moneys owed on account of the line and interest. As to profits made by the Company, should there be any not distributed to shareholders, these must be taken to be capital returned and deducted from the price paid for the line. China must actually pay over the amount of purchase to Russia before receiving possession of the line.

On the day the line is completed and traffic commenced the Company will pay the Chinese Government five million Treasury taels.

THE HSINMINTING-MUKDEN AND KIRIN-KWANGCHENGTZE RAILWAYS.

Convention between Japan and China.

Consuke Hayashi, Envoy Extraordinary and Minister Plenipotentiary of Japan, and Na T'ung, Ch'u Hungchi and Tong Shao-i, Ministers of the Imperial Chinese Board of Foreign Affairs, having been appointed thereto by their respective Governments, have agreed upon the following articles:—

1.—The Chinese Government being desirous of purchasing the Hsinminting-Mukden Railway, constructed by Japan, hereby agrees that the purchase price thereof shall be Japanese gold *yen* 1,660,000, to be paid through the Yokohama Specie Bank at Tientsin.

The status of this railway shall be changed by the Chinese Government to that of the lines built by China herself, and it is agreed that one-half of the capital needed for that part of the line east of the Liao River shall be borrowed from the Southern Manchurian Railway Company.

2.—The Chinese Government being about to construct a railway line herself from Kirin to Kwangchengtze, agrees to borrow from the aforesaid Company one-half of the capital needed for this work.

3.—The conditions of the loans provided for in Articles 1 and 2, with the exception of the periods within which they are to be repayable, shall be in all respects similar to those of the Loan Contract of the railways inside and outside Shan-hai-kuan. The most important conditions are mentioned below. The regulations for the management of the railway line shall correspond with the methods at present employed by the General Office of the railway lines inside and outside Shan-hai-kuan.

(*a*) The periods within which the loans shall be repaid shall be for that of the Hsinminting-Mukden line east of the Liao River, eighteen years, and for the Kirin-Kwangchengtze line twenty-five years.

No repayment in full of these loans shall be allowed before the expiration of the periods named.

(*b*) The security for the loan from the Southern Manchurian Railway Company for that part of the Hsinmin-Mukden line east of the Liao River shall be the real property of the aforesaid section and its earnings.

The security for the mercantile shares to be issued by the Kirin-Kwangchengtze Railway Administration, as well as for the loan to be made from the Southern Manchurian Railway Company, shall be the real property of the said railway and its earnings.

So long as these loans are not repaid by the Chinese Government the aforesaid property and earnings of the above-named lines shall not be pledged as security for any other loan.

During the periods of these loans the Chinese Government agrees that the buildings, machinery, rolling-stock and road bed of the section of the Hsinmin-Mukden Railway east of the Liao River, and of the Kirin-Kwangchengtze Railway, shall be kept in good condition, and furthermore that such additions will be made to the rolling-stock from time to time as may be regarded to satisfy the demands of the traffic.

If the Kirin-Kwangchengtze line should hereafter build branch lines or an extension, the construction of such lines shall rest of right with the Chinese Government, but if there should be a lack of capital, application shall be made to the Southern Manchurian Railway Company for an arrangement. Should China, however, appropriate funds herself for the construction of any other railway lines than those mentioned, it shall not concern the Southern Manchurian Railway Company.

(*c*) The loans and the interest thereon are guaranteed by the Chinese Government, and should there be any failure to make payment of interest or re-payment of principal at the proper periods, the Company shall at once notify the Chinese Government, which shall pay over to the Company the amount of the

IMPERIAL CHINESE RAILWAY.—HWANG TZUN STATION

shortage. If the Chinese Government, after such notification by the Company, shall be unable to make good the deficit in the payments of principal or interest, the line in question with its real property shall be handed over to the temporary control of the Company until the shortage is made good, after which it will be returned to the control of the Railway Administration.

If, however, the shortage be for a small amount only, an extension of time shall be granted as an accommodation, but never for more than three months.

(*d*) During the periods of these loans the Engineer in Chief employed shall be a Japanese, and should there be an insufficient supply of Chinese for the various posts in the service of the railways, Japanese may be employed with the Chinese. If at any time it shall become necessary to change the Engineer in Chief, consultation must first be had with the (Southern Manchurian Railway) Company before appointment may be made. There shall also be appointed one Japanese Accountant, who must be thoroughly qualified, and who shall have entire responsiblity for the arrangement and oversight of the various accounts of the railways, but in his supervision of receipts and expenditures he must consult and act with the Director-General.

(*e*) The railways mentioned being Chinese Government lines, the latter shall have the right to transport soldiers and subsistence over either line free of charge whenever military affairs or measures of relief shall require.

(*f*) All earnings of the railways in question must be deposited in Japanese banks. As to the terms upon which such deposits shall be made, satisfactory arrangements shall be agreed upon by the parties concerned when the loan contracts are drawn up.

4.—The Chinese Government, immediately after the purchase of the present Hsinmin-Mukden Railway, shall enter into a contract with the Southern Manchurian Railway Company for the loan in connection with that section of the line east of the Liao River, and shall also appoint and direct a Chinese engineer to consult and act with the Japanese engineer in making a survey of the Kirin-Kwangchengtze line to furnish a basis for estimating the amount of the loan needed for the construction of the line, and within six months after the completion (of the survey) shall enter into a contract with the Southern Manchurian Railway Company for the loan.

5.—The lines fromHsinmin to Mukden, and from Kirin to Kwangchengtze, under the management of China, must connect with the Southern Manchurian Railway line. The Tientsin-Shan-hai-kuan Railway Administration and the Southern Manchurian Railway Company shall appoint representatives to consult together and draw up the necessary regulations.

6.—The rate at which the loans specified in Articles 1 and 2 shall be issued, shall be determined fairly in accordance with the terms of the most recent loan negotiated by China with any foreign country.

7.—Within one month after the payment of the purchase price of the Hsinmin-Mukden Railway the Chinese Railway Administration shall appoint officers to take control of the sums.

Japanese Calendar, Meiji XL Year, fourth Month, 15 Day.

Chinese Calendar, Kuanghsu XXXIII Year, Third Moon, 3 Day. (April 15, 1907).

AGREEMENT FOR THE CONSTRUCTION OF A RAILWAY FROM TAOKOW TO CHINGHUA, IN THE PROVINCE OF HONAN, MADE BETWEEN H. E. SHENG HSUAN-HUAI, DIRECTOR-GENERAL OF RAILWAYS, BEING THERETO SPECIALLY AUTHORIZED BY THE CHINESE GOVERNMENT, AND GEORGE JAMIESON, ESQ., C. M. G., AGENT-GENERAL OF THE PEKIN SYNDICATE LIMITED, ALSO BEING FULLY AUTHORIZED BY THE SAID SYNDICATE.

1.—On the 21st May 1898 (Kwanghsu 24th year 4th Moon 2nd day) the Shansi Bureau of Trade signed an Agreement with the Pekin Syndicate for working coal and iron in the five following places, namely, Yu Hsien, Pingting Chow, Luanfu, Tsechowfu, and Pingyangfu in the province of Shansi, and on the 21st June 1898 (Kwanghsu 24th year 5th Moon 3rd day) the Yu-Feng Company signed a mining Agreement with said Syndicate for mining in Honan in the neighborhood of Huai Ching and north of the Yellow River. These Agreements were both ratified by the Tsungli Yamen, in pursuance of an Imperial Decree dated 17th May 1898 (Kwanghsu 24th year intercalary 3rd Moon 27th day). In Article 17 of said Agreements it was stated that the Pekin Syndicate, on notifying the Governor of the province, should be permitted to build a railway to connect the mines with a main line or with water navigation. In June 1902 the Pekin Syndicate began to open coal mines in Sui Wu Hsien of Honan province, and at the same time gave notice to the Governor and obtained permission to build a railway from the said mines to Taokow, a port on the Wei River.

The British Minister has now applied that the said railway be put under the General Administration of the Imperial Chinese Railway Company, and the matter having been arranged in consultation with the Wai Wu Pu, this Agreement has been discussed and settled between the Director-General of the said Imperial Chinese Railway Administration and the said Syndicate.

The line from Taokow to Tsechow is divided into two sections, the first from Taokow to the neighborhood of Chinghua Chen, a distance of 90½ miles; the second section is from Chinghua Chen to the neighborhood of Tsechow in Shansi, a distance of 38 miles more or less.

The construction of the first section has been undertaken by the Pekin Syndicate, and is now approaching completion. The present Agreement deals specially with the first section from Taokow to Chinghua Chen. As regards the second section, it is agreed that hereafter, when the Pekin Syndicate has fixed a date for opening mines in the neighborhood of Tsechow, a supplementary Agreement will be drawn up between the Director-General and the Pekin Syndicate to provide funds for construction, etc., of this section on terms in conformity with those of the present Agreement for the Taokow to Chinghua line, and on the basis of the Russian Cheng-Tai Railway Agreement, said terms to be settled at their discretion.

The cost of construction of the line from Taokow to Chinghua Chen, including rolling-stock and monies expended by the Syndicate as estimated by the Chinese Engineer after verification of the proper accounts, is £614,600. But in order to provide a liberal sum to meet the expenses of working the line until it is fully developed, and the interest on the loan, the Director-General has fixed the amount of the loan at £700,000, in 7000 bonds of £100 each. This loan is to bear interest at 5 per cent. per annum, and to be called the Chinese Imperial Government Honan Railway 5 per cent. (gold) loan of 1905.

2.—Out of the above amount of £700,000 there will be issued to the Syndicate 6829 bonds of £100 each, which the Syndicate takes firm at the price of 90 per cent. of face value, equivalent to £614,600 cash, in order to refund the above amount of capital. This will be done on the day when the line is handed over to China, and interest on the bonds will accrue from date of issue.

At the same time the Syndicate will make up and present an account with vouchers of all initial expenditure not already included in

1917-EMBANKMENT APPROACHING KOWLOON END OF THE TUNNEL.

construction account, and of the sums provided by them from time to time for the ordinary working of the line from the date of opening to traffic to the time of handing over, and request the General Administration to examine and settle it. Any loss on working account after deducting earnings will be borne half and half by each. To the amount so found due will be added interest on capital from January 1st, 1905, to the date of handing over, and the total of these two items will be refunded to the Syndicate by the former issue of bonds out of the 171 surplus bonds in hand for the required amount reckoned at 90 per cent. of face value. If any bonds still remain over they will be retained by the Imperial Chinese Railway Administration for future use. If after the line is taken over the earnings of the line are insufficient to meet the payment for interest and refund of capital at due date a further loan may be obtained from the Syndicate. These bonds shall be signed in the name of the Chinese Government by the Chinese Minister in London.

The interest coupons will be paid at their face value in gold in London on the 1st of July and 1st January of each year. Coupons falling due and paid will be collected in numerical order by the Syndicate at its cost and handed over to the Chinese Minister in London.

3.—The loan shall be redeemed in twenty years dating from the tenth year of issue by annual drawings, which shall be held in London at the office of the Pekin Syndicate, in conformity with the schedule hereto annexed.

The drawings will be held on the 2nd Tuesday of January of each year. The first of such drawings shall be held in the year 1916. The number of drawn bonds at each drawing will be published in four daily newspapers at the cost of the Syndicate.

4.—Drawn bonds shall be paid in gold at their face value at date when the next interest falls due. Bonds presented for payment must be surrendered along with all the interest coupons not yet due. In case of shortage the sum of the missing coupons shall be deducted from the capital repayable. Interest on the bonds will cease on the date when the latter are repayable. Repaid bonds will be collected by the Pekin Syndicate at its cost, and handed over to the Chinese Minister in London.

5.—The Chinese Government shall not be at liberty before the year 1916 to augment the amount of the annual instalments for redemption, nor to repay the whole amount of the loan, nor to convert the loan. After this date the Chinese Government shall be at liberty at any time to repay the whole amount of the loan, provided, however, that until the expiry of the Syndicate's mining concessions the rates then in force for the conveyance of minerals shall not be arbitrarily increased to the detriment of the Syndicate's business. On the other hand, the Syndicate, after having settled an equitable tariff with the General Administration, based on the practice on other lines, shall not make pretexts to lower the rates to the detriment of the fund available for payment of principal and interest.

6.—Interest coupons and drawn bonds shall be repayable in gold in London at the office of the Pekin Syndicate, or of such bank as the Syndicate may appoint for that purpose.

7.—Payment of interest and repayment of the bonds forming this loan are guaranteed upon the general revenue of the Chinese Government. Further, by consent of the Chinese Government, the Imperial Chinese Railway Administration hereby declares that the net earnings of the said section of railway, after payment of the ordinary working expenses, are specially reserved for payment of interest and repayment of the said bonds, as is set out in the Working Agreement made between the said Imperial Chinese Railway Administration and the Pekin Syndicate, and which working Agreement is to be taken as one with this Contract. This reserve is exclusively for the purposes above set forth, and is not divertible until the final extinction of the bonds of this loan.

8.—The Imperial Chinese Railway Administration, after having taken note of the net receipts, authorises the Pekin Syndicate to convert the amount into gold, which shall be done on the most favorable terms in the interest of the Chinese Government and the Imperial Chinese Railway Administration, in order to assure the service of the loan at the next half-yearly period of payment. The remittances to the head office of the Pekin Syndicate in London shall continue until the sum necessary for the whole service of the loan at the next half-yearly payment has been realised in gold, and so that the service of the loan is assured three months at least before the half-yearly payment falls due.

The bank in which such sums are deposited will allow the best interest obtainable, for the benefit of the Imperial Chinese Railway Administration. The account in which said sums stand will be debited twenty days in advance with all the payments falling due at any half-yearly period, as provided for in this Contract, whether for interest, repayment of capital, cost of transport or commission.

9.—In order to assure more fully the guarantee now given for the loan, the Imperial Chinese Railway Administration creates in favor of the bonds a first mortgage over the said section of railway line, its permanent way, rolling-stock, and earnings. This special hypothecation is made to and accepted by the Pekin Syndicate for the benefit of the bondholders.

In case the Imperial Chinese Railway Administration shall fail to carry out the engagements entered into by this Contract the Pekin Syndicate can exercise, in respect to the said railway and property, all the rights and powers which they are entitled to exercise resulting from this special hypothecation.

10.—The foregoing stipulations do not militate against the responsibility of the Chinese Government in regard to this loan as specified in Article 7. The Chinese Government will devise means to provide the amount in gold necessary to supply the deficiency in case the sums accruing from the net earnings of the said section of railway, and paid over by the Chinese Railway Administration, are insufficient, after conversion into gold, to provide at least three months ahead for the payment falling due at the next half-yearly period.

In such case the Chinese Government will on demand place at the disposal of the Pekin Syndicate, fourteen days in advance of the due date, either in gold or value in some other form sufficient to produce in gold, the sum which the Syndicate may have notified as being necessary to meet the service of the loan.

11.—From the monies thus received from the Imperial Chinese Railway Administration, or from the monies paid over by the Chinese Government, the Pekin Syndicate shall duly set aside beforehand the sums necessary for the next service of the loan on the basis of the requirements of the last preceding half-year.

12.—The Chinese Government will pay to the Pekin Syndicate, or to the bank charged with the service of the loan, a commission of one-fourth of 1 per cent. on the amount of interest coupons paid,—that is, £25 on each £10,000, and the like commission on all bonds drawn for payment or repaid in anticipation of the due date. The amount of this commission will be taken from surplus earnings of the railway, if there are any, and in case these are insufficient it will then be paid by the Chinese Government.

13.—The Chinese Government binds itself to respect and cause to be respected the privileges attaching to the bonds as stipulated for in the present convention, and to maintain the bonds themselves, the interest coupons and operations incident to the service of the loan, free from every tax and impost of whatsoever nature.

14.—Coupons not presented for payment within five years from the date when they fall due will be forfeited for the benefit of the Chinese Government. In case of drawn bonds the term within which payment may be claimed is thirty years. In the case of a deceased bondholder the right will pass to his heirs, executors, etc., in conformity with the law of his own nationality.

Payment of the coupons and repayment of bonds will be made whether in time of war or peace, and irrespective of whether the holder belongs to a hostile or friendly State.

If bonds are lost, stolen, or destroyed the Chinese Government, upon satisfactory proof of the facts of the loss and the title of the claimant, will authorise the Pekin Syndicate to issue fresh bonds to replace those lost, at the expense of the Syndicate.

15.—The Chinese Government, through its Representative in London, will take the necessary steps and furnish the necessary documents so as to enable the bonds to be officially quoted on the London Stock Exchange.

16.—The price of all land taken up for the railway having been included in the loan, the Syndicate will in the first place hand over the title-deeds to the Imperial Chinese Railway Administration, so that a list may be made which, after being stamped by the Magistrates of the several districts concerned, will be retained for record. The Railway Administration will then return the deeds to the Syndicate for custody, having first impressed on each a stamp indicating that they are not to be sold, pledged, or mortgaged. When the term has expired, or when the loan is fully repaid, the Syndicate will thereupon hand over to the Railway Administration all the original title-deeds, to be held by them as owners of the property. During the continuance of the term the Syndicate shall not assign the deeds to others, whether by way of sale, mortgage, or pledge.

17.—This Agreement and the rights under it being made with the Pekin Syndicate, which is of British nationality, the said Syndicate, besides conforming as hereby required with the several articles of the Agreement, shall not either openly or secretly alienate the said rights to persons of another nationality, and shall not substitute persons of another nationality in the management of the railway affairs. A breach of this stipulation will entitle the Imperial Chinese Railway Administration to take the management out of the hands of the Syndicate, and entrust it to another company, and in that case the Syndicate shall have no claim for compensation.

The foregoing places no restriction on the holding of shares in the Pekin Syndicate by persons of another nationality, nor on the holding of bonds of this loan, both of which may be freely bought and sold on the market at the convenience of the holders.

18.—In the accounts of this section there has been included an item for preliminary survey expenses, as also the cost of partial surveys of the second section which have already been made by the Syndicate, the result of which will be submitted to the Director-General.

19.—All plant and materials necessary for the repair and working of the line will be purchased by the Syndicate as agents, but in placing such order the Syndicate will do their best to get the most favorable terms. A list of articles required shall be submitted to the Director-General for approval before the order is given.

It is understood that articles which China herself can manufacture, if quality and price are the same, are not to be ordered from abroad. The workshops and mines controlled by the Director-General Sheng ought more especially to have the preference in supply of such articles, provided that in quality and price the articles are equivalent to what can be imported from abroad. By price is meant the cost in the foreign country plus freight and insurance. All materials imported from abroad shall be exempt from customs duty, and from likin in transit to the interior.

20.—In case of difference of opinion arising between the Pekin Syndicate and the Chinese Government, or the Imperial Chinese Railway Administration, the matter in dispute shall be discussed and settled between a member of the Wai Wu Pu and the British Minister. If these cannot agree the Wai Wu Pu and the British Minister will appoint an Arbitrator, whose decision will be final.

21.—This Agreement is executed in duplicate, one copy to be kept by the Imperial Chinese Railway Administration and the other by the Peking Syndicate. In case of doubt or ambiguity of meaning between the tw

LOCOMOTIVES IN USE ON THE SHANGHAI-NANKING R.R. BUILT BY MESSRS. ROBERT STEPHENSON & CO., LTD., OF DARLINGTON

texts, the English version shall be deemed the standard. This Contract shall be submitted to the Throne by the proper authority, who will request ratification. After ratification the Wai Wu Pu will officially communicate the fact to the British Minister at Peking for record, and so that the Syndicate may conform to the articles hereby agreed upon.

All the above must be done within one month from date of signature.

Signed and sealed at Peking the 3rd July 1905.

Signature and Seal of

SHENG HSUAN-HUAI,

Director-General of Railways.

(Signed) G. JAMIESON,

Agent-General, Pekin Syndicate Ltd.

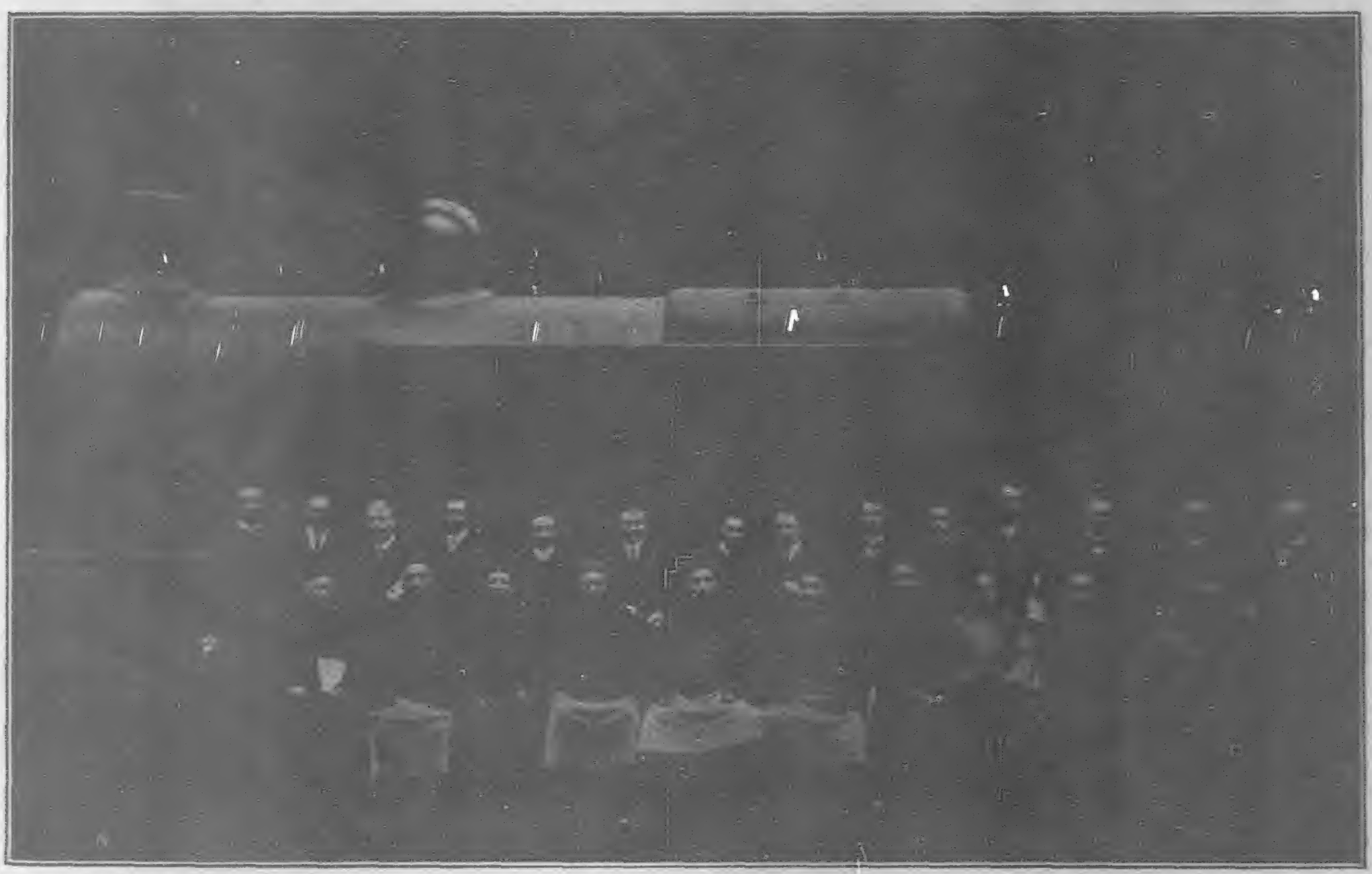
ager shall be communicated beforehand to the Director-General for his information and confirmation.

2.—As soon as this section of the line is completed the Pekin Syndicate will report to the Director-General, and after being definitely taken over by him the Pekin Syndicate will take charge of it for working. The section is to be completely provided beforehand with all the rolling-stock necessary for working, as also with a supply of tools, furniture, and funds for working expenses. The Pekin Syndicate or its delegate, in conformity with the stipulation in Article 1, will organize the service. It will have authority to engage or dismiss

gate to the Director-General of Railways, and settled in consultation.

The General Administration shall have the fullest power to examine the details of income and expenditure, and to appoint a Representative, a Cashier, Accountant, and an Interpreter, who will be associated with the European staff, in order to exercise the above-mentioned power of examination. The salaries of the Representative and his associates above-mentioned will be paid from the office of the Tsechow-Taokow Railway.

The Representative shall countersign all vouchers for payment. Accounts will be rendered monthly to the General Administration in English and Chinese, one copy each, and



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VISIT OF THE CHINESE COMMISSIONER TO MESSRS. ROBERT STEPHENSON'S LOCOMOTIVE WORKS AT DARLINGTON.

WORKING AGREEMENT MADE BETWEEN HIS EXCELLENCY SHENG, DIRECTOR-GENERAL OF RAILWAYS, BEING THERETO SPECIALLY AUTHORIZED BY THE CHINESE GOVERNMENT, AND G. JAMIESON, C. M. G., AGENT-GENERAL OF THE PEKIN SYNDICATE LIMITED.

1.—The Imperial Chinese Railway Administration, under the authority of the Imperial Government, authorises the Pekin Syndicate, which will appoint a General Manager for the purpose, to manage, administer, and work the Taokow-Chinghua section of railway for profit on behalf of the said Railway Administration. Notice of the appointment of the General Man-

officials and servants, and as to their salaries a scale thereof will be drawn up beforehand for submission to the Director-General, and subsequent alterations will also be submitted for his approval. The Syndicate shall also purchase all articles necessary for the maintenance and repair of the line, shall fix rates for goods and passengers in accordance with the railway regulations on other lines, shall receive all the earnings and pay all the working expenses and the expenses of the Imperial Chinese Railway Administration relative to this railway. All the above working details must be submitted beforehand by the Pekin Syndicate or its dele-

signed by the respective English and Chinese officials.

The General Administration reserves the right to cause the dismissal of any employee, whatever his nationality, including the General Manager, who does not perform his work satisfactorily or is guilty of misconduct, insubordination, or disrespect towards the Chinese authorities, and this should be mentioned in the contracts at the time of engagement of the employee.

All Chinese Employees, whether for repairs of line or otherwise, will be selected by the Representative of the Director-General, who

will place them under the executive orders of the General Manager. No Chinese officials or servants can be engaged without the sanction of the Director-General. The expenses of the Shanghai Imperial Railway Administration in respect to this line shall be paid in the same way as for the Luhan Railway. After this section is finished and the working has begun, if additional rolling-stock or plant is required, or if improvement or extensions of the line or stations become necessary, the funds for the same shall be provided by the office of the Tsechow Railway. As regards contracts for the supply of materials necessary for maintaining and repairing the line, means should be devised to place the same at Chinese workshops. It is understood that the mines and workshops controlled by H. E. Sheng shall have the preference on the conditions and at the price at which the articles could be purchased abroad. By price is meant laying down cost in China.

3.—In the event of military operations, whether due to foreign war or internal disturbances, the railway will give the preference to Chinese Government troops, stores, or munitions of war over private merchandise in conveyance over the line.

Rates to be charged in such cases shall be one-half of the ordinary rates, and in such matters the railway will carry out any special instructions given by the Director-General. Articles tending to the injury of the Chinese Government are not to be carried on the line.

In case of famine, stores for relief will be carried at half rates.

Special arrangements will be made in consultation with the Representatives of the Director-General for conveyance of local authorities or members of the Imperial Government travelling on important business over the line. Free passes over the railway shall be countersigned by the Representative of the Director-General.

4.—From the net earnings of the line after paying all working expenses the Pekin Syndicate shall retain such sums as are necessary to meet the service of the loan at least three months in advance of the next half-yearly payment. This procedure will be followed until the whole loan is finally redeemed. The sums retained will be paid over monthly to the Pekin Syndicate, or to the bank appointed for that purpose by the Syndicate. The latter will convert the sums so received into gold at best rate obtainable, in order to be used for the service of the loan. Information as to this will be given from time to time to the Director-General.

When by means of monies thus paid over the service of the loan is assured the Syndicate will set apart 10 per cent. of the surplus, which will be devoted to building up a reserve fund in order to meet the cost of ordinary or extraordinary repairs with a view to assure the working of the line. The surplus of net earnings still remaining will be paid over to the Imperial Chinese Railway Administration. When the loan is all repaid, in accordance with the next following article, the Syndicate or its Representative will hand over to the Representative of the Director-General all the line, fixtures, rolling-stock, and appurtenances, the whole in good working condition.

5.—The duration of the present contract is fixed at thirty years from date of signature. If, however, on the expiry of that date the loan is not fully paid off the term of the contract will be necessarily extended, and it will continue until the whole loan is finally redeemed. But if the loan is finally redeemed before the due date the present working contract shall become null and void from the date of such redemption.

6.—The Pekin Syndicate, during the term of this contract for the working of the line, shall be entitled to receive from the Imperial Chinese Railway Administration, on making up the yearly accounts, 20 per cent. of the surplus profits of each year. By surplus profits is meant what is left over after providing for payment of interest and redemption of capital.

7.—In case of dispute the matter is to be settled as provided for in Article 20 of the principal contract.

8.—If the earnings are insufficient to meet working expenses the Imperial Chinese Railway Administration will provide funds so as to enable the regular working of the line to be kept up. The funds thus supplied will be considered as a temporary advance merely, and to be paid as soon as the income exceeds expenditure.

9.—All materials and supplies which the Syndicate may require for the working, maintenance and repair of the line shall, if imported from abroad, be exempt from Customs duty and likin.

10.—The present contract is drawn up in two copies, one for the Imperial Chinese Railway Administration and the other for the Syndicate.

In case of doubt or difference in interpretation of the contract the English version shall be deemed the standard.

This Contract shall be submitted to the Throne for ratification by the proper authorities, and when the Imperial sanction has been obtained it will be communicated by the Wai Wu Pu in an official despatch to the British Minister. Signed and sealed at Peking the 3rd July 1905.

Signature and Seal of
SHENG HSUAN-HUAI,
Director-General of Railways.
(Signed) G. JAMIESON,
Agent-General, Pekin Syndicate Ltd.

FINAL AGREEMENT BETWEEN SHENG KUNG-PAO, DIRECTOR-GENERAL OF THE IMPERIAL CHINESE RAILWAY ADMINISTRATION, AND THE BRITISH AND CHINESE CORPORATION LIMITED, FOR THE ACQUISITION OF A LOAN FOR THE CONSTRUCTION OF A RAILWAY FROM SHANGHAI TO NANKING:—

This Agreement is made the 15th day of the Intercalary month of the 29th year of Kwang-Hsu, corresponding to the 9th day of July 1903, at Shanghai, and the Contracting Parties are:—

The Director-General of the Imperial Railway Administration, Sheng Kung-Pao (to be called hereafter Director-General), acting under authority of an Imperial Decree, of the one part, and Messrs. Jardine, Matheson & Company, and the Hong Kong and Shanghai Banking Corporation, representing as Joint Agents the British and Chinese Corporation Limited (hereinafter called the Corporation), of the other part.

Whereas, on the twenty-third day of the Intercalary third month of the twenty-fourth year of Kwang-Hsu, being the thirteenth day of May 1898, a preliminary Agreement was signed at Shanghai between the Director-General of the Chinese Imperial Railway Administration, Sheng, acting under instructions from the Tsungli Yamen, and the British firm of Jardine, Matheson & Company, for themselves and on behalf of the Hong Kong and Shanghai Banking Corporation, representing as Joint Agents a British Syndicate, and

Whereas, on the 12th day of December 1902, an Imperial Decree was issued in the following terms:—"In view of the important considerations connected with the construction of railways in various parts a Decree has already been issued apportioning the responsibility for the duties connected therewith. Hereafter the accounts of receipts and disbursements are to be prepared by Sheng Hsuan Huai, and communicated by him for the examination of the High Authorities of the provinces through which the railways pass, and subsequently for submission in a joint memorial to the Throne. When a line of railway has been surveyed, before the work may be begun, plans and specifications must be communicated to the High Authorities above-mentioned, who will depute an official to ascertain that there are no objections. Should Sheng Hsuan Huai enter into any agreement with a foreign Syndicate he must before signing such Agreement obtain the assent of the High Provincial Authorities, and a copy of such Agreement must be submitted to the Throne in a joint memorial," and

Whereas, on further consideration it has been found necessary to make certain alterations in the aforesaid preliminary Agreement, now therefore it is agreed that this final Agreement shall be substituted for the preliminary Agreement above referred to.

Article 1.—The Corporation agrees to issue on behalf of the Railway Administration, a sterling loan (hereinafter referred to as the loan) for an amount not exceeding £3,250,000 sterling, on the terms and conditions hereinafter contained. Imperial Chinese Government bonds are to be issued for the entire sum, similar to the bonds of the Imperial Railways of North China, with the Railway as first mortgage security therefor. The loan shall be issued in two or more parts, and each series is to be in such amount as the Engineer-in-Chief may determine under direction of the Director-General and the Corporation, in accordance with the extent of the work to be undertaken, so as to prevent the Chinese Government from suffering undue loss of interest. The price agreed upon for the loan is 90 per cent. of the nominal value, and any loss or profit in selling these bonds to the public shall be borne by or go to the Corporation. The interest on the bonds shall be at the rate of 5 per cent. per annum on their nominal value, and be payable half-yearly.

The duration of the loan is fixed at fifty years, commencing from the date of the ratification of this Agreement, but no interest will be paid on any bonds which may be redeemed or cancelled under the terms hereinafter mentioned after the redemption or cancellation thereof.

On the face of each of these bonds shall be expressed the value thereof in the sum of £100, or in such different amounts as the Chinese Minister in London in consultation with the Corporation may sanction.

If any of the bonds or net profit certificates hereinafter mentioned are lost or destroyed a reissue of any thereof is to be made in the amounts respectively called for by such lost or destroyed bonds or certificates, but proper proof of the loss or destruction must be given in the usual form to the Corporation and the Chinese Minister in London for examination and record, and the requisite guarantee is to be obtained by the Corporation from the respective claimants concerned.

Article 2.—The proceeds of the loan are to be used in the construction and equipment of the railway, and in paying interest on the loan during the course of construction.

The Corporation shall build and equip as economically as possible in accordance with the best modern system, the line from Shanghai to Nanking, it being hereby agreed that the Chinese Administration shall secure the necessary land for a double line of railway for the whole distance, as well as other facilities for the purposes of the construction and working of the line.

When the line is completed, if there is a surplus from the sale of bonds, the said surplus shall be at the disposal of the Chinese Government for redeeming the bonds, or to be placed through the Director-General in a bank on deposit for the purpose of paying interest on the loan or for developing business beneficial to the Shanghai-Nanking Railway, all to be arranged at the proper time between the Director-General and the Corporation. Should Chinese themselves build branch lines to act as feeders to this railway, it is understood that the system of construction and equipment thereof shall be adopted by such branch lines in order to facilitate through connection.

In all matters relating to the construction and administration of the railway by the officials of the British and Chinese Corporation it is expressly agreed that particular heed shall be paid to the opinions, habits, and ideas of the Chinese people, and that when practicable Chinese shall be employed as far as possible by the Board of Commissioners in positions of trust and responsibility in connection with the railway.

In regard to the earthwork or such other work as Chinese are competent to perform, contracts shall be entered into for such work with Chinese under the sanction of the Director-General or his deputy, said work itself to be in accordance with plans and specifications of the Engineer-in-Chief, and under his supervision.

In the further and final survey detailed plans and estimates of cost, whether of the respective sections of the main line or of any extensions, branches, or alterations of the same, are to be submitted to the Board of Commissioners for the approval of the Director-General.

Article 3.—The loan shall be secured by mortgage now entered into in equity, and shall as soon as possible hereafter be secured by a specific and legal first mortgage in favor of the Corporation upon the railway now completed between Woosung and Shanghai, and

THE KOWLOON-CANTON TUNNEL ENTRANCE—COMMENCEMENT OF BORING OPERATIONS

also on all lands, materials, rolling-stock, buildings, property, and premises of every description purchased or to be purchased by the railways herein referred to, and on the last-mentioned railways themselves as and when constructed, and on the revenue of all descriptions derivable therefrom.

The provisions of this Article in respect of the mortgage are to be construed and treated as of the same purport and effect as a mortgage customarily executed and delivered in England to a trustee for the purpose of securing loans and bond issues upon railway properties.

Article 4.—According to Article 1 of this Agreement it is provided that the loan is to be paid in instalments from time to time as the work proceeds. It is hereby agreed that within eight months after this Agreement is officially signed and ratified the Corporation shall pay the first instalment to meet the requirements for the work, whether the proceeds come from the sale or hypothecation of the bonds or from advances made, provided the appropriate series of bonds for the required instalment of such loan shall have been executed and delivered. If after the expiration of twelve months from the date of the ratification hereof the work of construction shall not have been begun on the main line, this Agreement is to become null and void.

Of the proceeds realised from the sale of the bonds, after deducting so much of them as may be required to be kept in England for the purchase of materials and payments of contracts there, such amounts as may be estimated and certified to by the Engineer-in-Chief to the Board of Commissioners hereafter mentioned as being actually required for the construction of any particular section of the main line shall be ordered by the Board of Commissioners after consideration to be transferred to Shanghai to be kept in the Hongkong and Shanghai Bank, or such bank or banks as may be mutually agreed upon, and placed to the credit of the construction account of the Railway Administration for the exclusve purpose of building such section or sections of the railway herein provided for under the supervision of the Board of Commissioners.

On each occasion of a remittance being made to China the amount realised in sycee will be reported to the Director-General, and any portion which may not be required shall be placed at interest. Similarly the balance in England shall be placed at interest.

The accounts of the money spent from time to time in England, and of the money transferred to the credit of the construction and other accounts for use in China, are to be submitted quarterly to the Board of Commissioners for examination and for report to the Director-General for the information of the Wai-Wu-Pu and for his further report to the Board of Revenue and the Bureau of Mines for record therein, after such accounts have been approved and signed by him.

Article 5.—The dates of the bonds mentioned in Article 1, and of the certificates mentioned in Article 12 of this Agreement, shall be of even date with this Agreement. Interest shall begin to run upon the bonds only from the date of their respective sales and deliveries to the public, and due adjustment of such interest will then be made with respective purchasers for any fractional period of time thereafter covered by the coupon next maturing. For the purpose of such adjustment the then current interest may be reckoned from the nearest first or fifteenth day of the month in which the sale and delivery occur as the case may be.

Coupons which have theretofore matured are to be cancelled and delivered to the Chinese Minister in London for trasmission to the Railway Administration.

As to the form of bond, it is to be agreed upon by the Director-General or by the Chinese Minister in London and the British and Chinese Corporation at the same time as this Agreement is signed, but if hereafter the money markets in London or other countries require the modification of the form of the bond, except in anything that affects the amount of the loan, the rate of interest, the period of the loan, and the liability of the Chinese Government, which are not to be touched at all, such slight modifications may be made to meet the views of the money markets by the Corporation in consultation with the Chinese Minister in London.

Any modifications are to be reported at once by the Corporation to the Director-General for the approval of the Wai-Wu-Pu.

The bonds and the net profit certificates referred to in Article 12 are to be engraved entirely in the English language, and shall bear the fac-simile of the signature of the Director-General and of his seal of office, in order to dispense with the necessity of signing them all in person. But the Chinese Minister in London is to sign each of the bonds and certificates and put his seal thereon as required, as a proof that the issue and sale of these bonds as well as the certificates are duly authorised and binding upon the Chinese Government.

Such bonds or net profits certificates are to be numbered consecutively, and as many bonds or certificates as may be needed are to be properly engraved under the supervision of the Corporation.

The loan bonds herein referred to, as soon as they are engraved and signed and sealed by the Chinese Minister in London as hereinbefore provided, are to be countersigned by the Corporation.

The Chinese Minister in London and the Corporation are to agree upon the selection of a proper safe deposit in London to keep these bonds, subject to the needs and requirements of the Corporation, so as to enable it during the progress of the construction to sell these bonds after having been signed and sealed by the Chinese Minister in London in separate lots from time to time, or hypothecate the same in order to raise money to pay for the construction of the railway or any of the branch lines as may have been approved by the Director-General.

When the second and subsequent issues are about to be made, if the Corporation receives sufficient notice from the Director-General that subjects of China wish to take up a portion of the issue, the necessary amount of bonds will be set aside for Chinese subscribers, to whom the bonds will be sold at the same price and on the same conditions as those sold to the public in London. If possible, arrangements will be made for issuing these bonds, and paying the interest thereon, in China, at the current rate of the day.

The amount of the loan is fixed at £3,250,000 for the purpose of constructing and equipping the main line of the Shanghai-Nanking Railway, in accordance with the survey and estimates of the Engineer-in-Chief as approved by the Director-General.

The first issue of bonds shall be made in London in such amount as may seem necessary for the work to be undertaken, but before the second or subsequent issues are made the Corporation shall give sufficient notice to the Chinese Minister in London, in order that if the Chinese Government has funds at its disposal at the time it may place such funds to the credit of the construction account of the Chinese Railway Administration, to be used in the same manner as the proceeds of the loan, and in that event the total amount of the loan of £3,250,000 shall be reduced by the amount thus supplied by the Chinese Government.

It is also agreed that the moderate charge for the safe deposit of the bonds is to be paid from the general accounts of the railway. Beyond this all expense for the engraving and the sale of the bonds and such like are to be borne by the Corporation. On withdrawal or deliveries of bonds the Safe Deposit Company shall notify the Chinese Minister in London

Article 6.—When the work of construction is ready to begin the Director-General shall appoint a Board for surveying the construction and operation of the railway, to be called the Board of Commissioners, whose head office shall be at Shanghai. The members thereof shall be five, of whom two are to be Chinese,—one to be appointed by the Director-General and one by the Director-General in consultation with the High Authorities of the province through which the line passes; and besides the Engineer-in-Chief there shall be two British members selected and appointed by the Corporation. The salaries of these five members are to be fixed by the Director-General and the Corporation, and to be paid from the general accounts of the railway. The regulations for the guidance of the Board of Commissioners shall be subsequently drawn up by the Director-General in consultation with the Agent of the British and Chinese Corporation. In case of disagreement between the Chinese and British members the matter shall be referred to the Director-General and the Agent of the Corporation resident in China for adjustment in an amicable way.

The appointments and functions of all the employees of the railway, Chinese and foreigners, with the exception of the Engineer-in-Chief, who shall be nominated by the Corporation and approved by the Director-General, as well as their salaries, including those of the officials of high rank referred to in the following paragraphs, are to be made and fixed by the Board of Commissioners and reported to the Director-General. In the case of important appointments the same shall be first reported to the Director-General by the Chinese members of the Board.

In addition to the Board of Commissioners, the Viceroy (the Superintendent of Southern Trade) may also appoint an official of equal rank with the above-mentioned two Chinese officials, whose duty will be to make report for the information of the High Provincial Authorities on the state of the railway accounts, the progress of the work, and the management of the railway. To this end he will be granted every facility by the Board of Commissioners, who will always give him access to the records of the head office at Shanghai. But this official shall not in any way interfere with the Board in the performance of its duties. The salary of this officer shall be the same as that of the two Chinese members of the Board, and be paid out of the railway account.

The functions of the Engineer-in-Chief, who will at all times give courteous consideration to the wishes of the High Provincial Authorities and the Director-General, shall be limited to the construction and operation of the line and the management of affairs connected with the railway. No foreigners employed in the railway shall be allowed to treat Chinese officials with disrespect, or interfere in local affairs, or usurp the authority of local officials; and should any such be guilty of riotous conduct, or of wounding and maiming Chinese, the same shall be dismissed on complaint being made by the Director-General.

As the progress of construction reaches any particular province the appointment, under the Imperial sanction, of a Chinese official of high rank shall be made in such province by the Director-General, for facilitating the settlement of any local matter with the Provincial Government concerned.

For the service of the railway any Chinese of official rank and competent for the work may be recommended by the Board of Commissioners to the Director-General for employment, under the formality of a letter of appointment.

For the important offices of the railway foreigners of ability and experience shall be employed. In the engineering and traffic departments competent Chinese may also be employed, and all employees, whether Chinese or foreigners, if incompetent in their work or unsatisfactory in their behaviour, may be dismissed at any time by the Board of Commissioners, and the dismissal shall be reported to the Director-General. The Chinese and British members of the Board when ill or absent may be represented at the Board by available substitutes. In the case of the Chinese members the substitutes must be approved by the Chin- the substitutes must be approved by the Director-General, and in case of the British members by the Corporation.

When deemed necessary a school for the education of Chinese in the construction and working of railways shall be undertaken by the Board of Commissioners, subject to report to and approval by the Director-General.

The accounts of the receipts and disbursements of the railway are to be kept by a Chief Accountant, whose records and books are at all times open to the inspection and examination of the Board of Commissioners. All the accounts of the railway construction and operation are to be kept in Shanghai currency in the English and Chinese languages, with the combined signature of a Chinese and British official. The staff of the Chief Accountant's department shall be composed of Chinese and foreigners, who must be satisfactory and reliable men.

Article 7.—Under the provisions of Article 3 of this Agreement the properties covered by the first mortgage security hereby created include the railways, its property and equipment, said mortgage to be executed by a deed in the usual form as contemplated by the said Article. But subject to the guarantee and mortgage thus given by the Chinese Government, it is hereby declared that this railway is in fact a Chinese property.

All the lands that may be required for a double line of railway from Shanghai to Nanking, and for the double track-sidings, stations, repairing shops, and car-sheds to be provided for in accordance with the detailed plans now made or hereafter to be made by the Engineer-in-Chief, and approved by the Director-General, shall be acquired by the Railway Administration, whether in whole or in part, according to the means at its disposal at the actual cost price of the land. The cost of such land is not to exceed £150,000.

The titles to the land for the line and of all other lands shall be free from all encumbrances or entanglements, and shall from time to time as soon as secured be registered in the name of the railway.

For such money as may be provided by the Railway Administration for the purchase of land there shall be allowed yearly interest at the rate of 6 per cent., to be paid by the railway after the fixed charges and maintenance and interest of 5 per cent. on the bonds shall have been met.

Notices of such purchases (together with corresponding title-deeds) are to be transmitted by the Railway Administration under the direction of the Director-General to the local agent of the Corporation for record and preservation in its office in Shanghai, and for the purpose of establishing the first mortgage security (and thereafter for the return to the Railway Administration) as hereinafter in this Article provided in respect of railway lands and properties. When the term of this Agreement expires all the title-deeds shall be surrendered and returned to the Railway Administration.

The amount to be advanced to the Chinese Railway Administration for any land within the survey limits shall altogether not exceed the sum of £150,000, for which yearly interest at the rate of 6 per cent. shall be allowed from the receipts of the railway. It is understood that any land bought by the Chinese Railway Administration with their own money outside of the survey limits, but needed for future requirements, shall be on the Chinese Administration's own account, and no interest shall be allowed on the price thereof

It is further agreed that if the British and Chinese Corporation is called upon to provide means for the acquisition of the lands, whether by the sale of bonds or by advances from other sources, the Chinese Government guarantees to procure and protect all the lands that are required for the line of railway.

All lands the title-deeds of which are lodged with the Corporation as part of the first mortgage security of the loan shall not be disposed of in any way by hire, lease, or sale to any party for any purpose whatever without the written consent of the Chinese Administration.

It is also agreed that the lands thus bough whether from Chinese or British advance shall be free from all entanglements arisin from the removal of graves or from prejudice of "fengshui," and shall be conveyed by fu and sufficient deeds of assignment accordin to Chinese law, all of which are to be kept an recorded in the Shanghai office of the Britis and Chinese Corporation, and to be held by it as a first mortgage security for the bonds under the provisions of this Agreement until such time as principal and interest of the bonds, together with all indebtedness, shall have been paid off, when the same shall then be returned to the Chinese Railway Administration.

For the proper protection of the first mortgage security the Chinese Government undertakes that until the bonds shall have been redeemed, and the net profits on the net profit certificates shall have been paid, no part of the lands comprised in the mortgage security or the railway with its appurtenances shall be transferred or given to another party, or shall be injured, or that the rights of the first mortgage shall be in any way impaired.

It is likewise agreed that until the interest and principal of the loan and all indebtedness shall have been paid off, or unless with the express consent in writing of the Corporation, the Chinese Government or the Chinese Railway Administration shall not again mortgage the above properties to another party, whether Chinese or foreign.

During the period of this agreement no special taxes shall be levied by the Chinese Government on the railway, its appurtenances or earnings, but all taxes at present payable, such as land tax, as well as any taxes which the Chinese Government may hereafter institute, such as stamp duty, etc., and which may be applicable generally to all commercial transactions in China, shall also apply in the case of the railway and its operations.

The first expense in railway construction being the purchase of land, it is agreed that as soon as the survey is made the Corporation shall advance to the Railway Administration sums as required to pay for the land purchased. For such advances the Woosung Railway, with all its property, shall be given as first mortgage security, and interest at the rate of 6 per cent. per annum shall be allowed until the first portion of the loan has been floated, when such advances shall be repaid from the first proceeds of the loan.

As owing to the unwillingness of owners to sever their land it may become necessary for the Railway Administration to acquire more land than is actually necessary for railway purposes, the Railway Administration may do so in view of future requirements, but it is understood that any land bought from funds so advanced, out of the survey limits, shall be on the Chinese Administration's own account. When the purchase of all the land is completed, and the total amount thus expended is ascertained, an additional issue of bonds for an amount not exceeding £250,000, including the £150,000 referred to in this Article, shall be made in order to repay the sums spent in the purchase of land.

Such bonds shall be similar to the bonds mentioned in Article 1 of this Agreement, and shall have the same guarantee and same mortgage security and same treatment, with, however, this difference, that they shall be redeemable at par at any time on giving six months' notice, and that the rate of interest shall be 6 per cent. per annum. The interest on such portions of this loan as is applied to the purchase of land outside of the Engineer-in-Chief's survey shall in the first place be paid out of the Chinese share of the net profits of the railway, and failing this then out of the earnings of the railway.

As the object which the Railway Administration has in view is that all railway lands should be Chinese property, the additional loan of £250,000 shall be paid off as soon as practicable. Nevertheless, although such bonds may be redeemed, the land occupied by the railway within the survey limits shall continue as mortgage security under the terms of this Agreement.

Article 8.—It is agreed that if the half-yearly interest of the bonds is not paid on any

due date thereof, or if the principal of the loan remains unpaid at maturity of the same, the whole railway with all its appurtenances herein mortgaged to the British and Chinese Corporation for the bondholders shall be handed over to the Corporation to be dealt with by it according to law, in such manner as will ensure the proper protection of the interests of the bondholders. When the whole loan and the interest due thereon and all indebtedness shall have been paid off, the railway, with all its appurtenances, in good working condition shall revert to the possession and management of the Chinese, according to the provisions of this Agreement.

Article 9.—As remuneration for superintendence and services the Corporation shall receive 5 per cent. on the entire cost of all materials purchased for the railway.

It is agreed that all materials required for the railway shall be purchased in the open market at the lowest price obtainable, but it is understood that all such materials shall be of good and satisfactory quality. Invoice and inspector's certificates are to be submitted to the Chinese Administration.

With a view to encouraging Chinese industries Chinese materials are to be preferred, as also the products of the Han-yang Iron Works, provided price and quality are suitable.

No commission will be allowed to the Corporation on the purchase of materials except as herein provided. All trade discounts or rebates, if any, are to go to the construction account.

Article 10.—In the construction of the line, in the working of the railway, and in the performance of the different kinds of business connected with the railway, no interference or obstruction by Chinese or foreigners will be permitted. The Chinese Government will provide protection for the line while in construction or when in operation, and all the properties of the railway, the combined enterprise of the Chinese Administration and British and Chinese Corporation, as well as all foreigners and Chinese employed therein, are to enjoy the utmost protection from the local officials, civil and military, in the provinces through which the railway passes, particularly on occasions of local disturbance or of obstruction by natives.

The Board of Commissioners are authorised to maintain a railway police of Chinese with Chinese officers for the protection of the line. Their wages and maintenance are to be wholly defrayed by the railway. In the event of the railway requiring further protection by the military forces of the Imperial or Provincial Government the same will be duly applied for by the Director-General and promptly afforded, it being understood that such military forces, although transported free by the railway, are to be maintained at the expense of the Government or the Province, as the case may be.

The railway police may not interfere with matters outside the railway.

Article 11.—In connection with the railway there shall be established and maintained a proper signalling service, which shall include such telephone and telegraph conveniences as may be found necessary to use along the line of the railway and its branches for the exclusive purpose of regulating the movement of trains and other incidental business of the railway, and such telephones and telegraphs shall not be used in or interfere with the rights and privileges of the Telegraph Administration.

It is further agreed that the Corporation may, in consultation with the Director-General, also establish and maintain in connection with such railway or its branches such other necessary adjuncts of modern railway operation as it may find expedient for the support of the railway, such as repair and manufacturing shops, docks, steamers, ferries, storage warehouses, etc.

Article 12.—It is agreed that after deducting from the income of the railway the working and other expenses as described below, the Corporation shall receive 20 per cent. of the net profits, to be represented by and in form of certificates to an amount equal to one-fifth of the cost of the line. These certificates carrying no interest, they are to have a term of fifty years and a declared face value of £100 each, and are to be issued to the Corporation at the same time as the loan bonds, and in amount proportionate to the respective series of such bonds to the amount of one-fifth of the aggregate thereof. And it is understood that if there is an issue of the loan bonds in excess of the requirements of the railway, and such excess is retired or cancelled, a like proportion of these certificates shall likewise be subject to retirement.

Before the expiration of the term of fifty years the Chinese Administration shall have the right at any time to redeem these certificates at their face value. After the expiration of fifty years the certificates shall be null and void and need not be redeemed, but if any net profits shall have accrued on such certificates prior to their redemption or maturity, said accrued net profits must be paid before the same are cancelled.

The Chinese Railway Administration is entitled to issue and receive like net profit certificates (to be in form appropriate for use in China and unlimited in their term, as also without redemption features) to an amount equal to the remaining four-fifths of the loan. These Chinese certificates may be issued in whole or in part whenever desired by the Director-General, but the net profits will be retained and used by the Railway Administration for the purpose of accumulating a fund to be derived from such share of net profits as may accrue thereon wherewith to pay off any loan bonds which may from time to time be redeemed under the provisions of this Agreement, or for generally reducing or ultimately discharging railway loan obligations whenever or wherever desirable by means of the profits of the railway. But such Chinese certificates may, however, be used in part by the Railway Administration if necessary in payment of lands which are essential to the railway, and which cannot otherwise be conveniently acquired by it.

The yearly income of the railway shall be subject to a deduction of all working expenses, cost of maintaining and repairing the railway, renovating or replenishment of engines and rolling-stock, and all expenditure connected with the business of the railway, and subject to the payment of interest on the bonds at 5 per cent. per annum (and of interest of 6 per cent. per annum on the cost of the land provided by the Chinese Administration, or provided by an advance from the British and Chinese Corporation), whatever is left of the gross income is considered to be net profits, of which one-fifth is to be given to the Corporation for disposal as it may see fit. If the loan bonds shall have been all redeemed according to the provisions of this Agreement before the net profit certificates issued to the Corporation have been redeemed, or shall have lapsed by effluxion of time, the Corporation shall be permitted to have a representative in the railway office (whose salary is to be paid by the Railway Administration) to inspect the accounts of the railway.

The duties of this officer are those of an Accountant who is to protect the interests of the foreign holders of net profit certificates until such time as these certificates shall have all been redeemed or lapsed by effluxion of time, when the services of such Accountant shall be dispensed with.

PAOTING FU STATION ON THE PEKING-HANKOW

Article 13.—The British and Chinese Corporation are hereby appointed trustees for the bondholders and holders of net profit certificates, and in any future negotiations respecting these loans or matters arising in connection therewith, which may take place between the Railway Administration and the Corporation, the latter Corporation shall be taken as representing the bondholders and holders of net profit certificates, and as empowered to act on their behalf.

Article 14.—All materials of any kind that are required for the construction of the main line or branch lines, whether imported from abroad or from the provinces to the scene of the work, shall (following the precedent of the Northern Railway) be exempted from Customs duty and likin. The bonds of this loan together with their coupons, the net profit certificates and the income of the railway, shall be free from imposts of any kind by the Government of China.

As to the likin for goods or passengers which may be transported over the lines from, to, or through the different provinces, the Director General will confer with the Government Bureau of Mines and Railways and the Board of Revenue with a view to devising means to protect the traffic of the railway, and those who may use the railway for the transport of their goods, from illegal impositions and other abuses.

If the arrangements for the levy of likin over other railway lines is found to be more advantageous than that of the railways mentioned in this Agreement, the same advantages shall be extended to and enjoyed by the Shanghai-Nanking Railway, and by those who make use of the same.

Article 15.—It is agreed that during the time of the construction of the line the yearly 5 per cent. interest on the bonds and 6 per cent. interest on the amount spent in the purchase of the land are to be paid from the proceeds of the loan. The accruing interest from any proceeds of the loan not used during the period of construction, and the earnings from the working of any sections as they are built, are to be used to make up the amount required for the payment of the said interest, and if any

deficiency remains it is to be met from the proceeds of the loan.

When the construction of the line is wholly completed the interest on the bonds and on moneys spent in purchasing the land are to be paid from the earnings of the line every half-year on the first day of June and first day of December.

It is hereby agreed that the amount required for the payment of interest and repayment of principal, together with a sum of one-quarter of 1 per cent. on such amounts to cover commission to the Hongkong and Shanghai Banking Corporation, who are hereby appointed agents for the service of repaying the loan, shall be paid to them in Shanghai fourteen days before the due dates, in Shanghai sycee sufficient to meet such payments in sterling in London, exchange for which shall be settled with the Hongkong and Shanghai Banking Corporation on the said date of payment at the rate fixed at the time of settlement.

The Chinese Government undertakes and hereby promises to pay the principal of the loans and the interest on the loans on the due dates fixed therefor. If at any time the earnings of the railway and proceeds of the loan are not sufficient to pay the interest of the bonds, the Railway Administration is to devise means for supplying the deficiency; and should its inability to do so appear probable the Director-General will memorialise the Government to take measures to make up the deficiency from other sources, and thus be ready to pay off the indebtedness, so that the required amount may be placed in each case at least fourteen days previous to the due date of such interest in the hands of the Hongkong and Shanghai Banking Corporation in Shanghai.

Article 16.—In places along the line of railway where the Hongkong and Shanghai Banking Corporation has no agencies, and where it does not intend to establish any agencies, business relations are to be cultivated with the Chinese Imperial Bank and its local agencies, it being the intention of the British and Chinese Corporation to utilise the Imperial bank as much as practicable for facilitating the movement of funds.

Article 17.—The Corporation may, subject to all its obligations, transfer or delegate all or any of its rights, powers, and discretions to their successors or assigns, but the Corporation, which is a Corporation formed under English law, shall not transfer its rights under this Agreement or the management of the railway to other nations or people of any nationality except British or Chinese. Similarly the Railway Administration shall not transfer any of its rights under this Agreement to persons of other nationality.

It is further agreed that without the express consent in writing of the Director-General and the British and Chinese Corporation no other rival railway detrimental to the business of the same is to be permitted, and no parallel line to the Shanghai-Nanking Railway is to be allowed to the injury of the latter's interest within the area served by the Shanghai-Nanking main line or branch lines.

Article 18.—If on account of contingencies beyond the control of the Corporation, such as war or very great political changes in China or elsewhere, occurring before the publication of the prospectus of the issue of an important series of bonds of the loan hereby concerned, the foreign money markets are affected, or the construction of the railway is so obstructed that work cannot be carried on, the Corporation will be allowed a reasonable extension of time for floating such loan or the bond issues thereof, or for the commencement or completion of the construction of the railway. But if bonds have already been issued and interest already become payable thereon, then the work cannot be suspended or postponed unless subject to the exceptions mentioned in the preceding paragraphs.

When the Agreement has been ratified the work shall be begun as soon as possible, and if the Chinese Railway Administration desire, each section will be pushed on as rapidly as practicable. From the date of ratification a limit of five years shall be allowed for the completion of the whole line, subject to the preceding exceptions mentioned in this Article; and if this period is exceeded, unless with the consent of the Chinese Administration, the Corporation shall forfeit its one-fifth share of net profits already earned during the previous five years, and shall not begin to participate in such net profits until the line has been completed.

Article 19.—In the working of the railway the tariff for fares and freights is to be prepared by the General Traffic Manager, and submitted to the Board of Commissioners, who shall, after due consideration of existing tariffs of other railways in China, approve an economical rate.

The General Traffic Manager is likewise authorised to make arrangements, subject to the approval of the Board of Commissioners, with connecting railways of other companies for through rates of fare and freight.

In case of military operations, whether on account of foreign war or internal insurrection, the movement of troops, ammunition, and stores, by the Chinese Government, and in case of famine or other great calamity, the despatch of relief shall, on the requisition of the Director-General, have preference over the line at half of the tariff rates.

Nothing to the injury of China shall be allowed to be carried over the line, neither shall the line be used to the detriment of China.

Article 20.—In the Preliminary Agreement, dated 13 May, 1898 (23rd day of intercalary 3rd Month of the 24th Year of Kwang-Hsu), it is stipulated that the Railway Administration has the right to redeem the loan at 102½ after twelve and a half years, and at par after twenty-five years. It is now agreed that if at any time after the lapse of twelve and a half years from the date of the issue of the bonds the Chinese Railway Administration receives instructions from the Chinese Government to cancel any of the bonds or any of the net profit certificates, the Director-General shall, not less than six months previous to the proposed redemption, notify in writing the Agent of the Corporation in Shanghai declaring the number of bonds or the number of net profit certificates so required to be redeemed and cancelled.

The Agent of the Corporation shall immediately on the receipt of such notice in writing proceed to make arrangements for the desired redemption by drawing lots, and taking other proper steps in the way customary in London, of the number of bonds or net profit certificates in such quantity as may be required. And as soon as the Railway Administration, under instructions from the Chinese Government, shall remit the proper amount according to the redemption price of the bonds or the redemption price of the net profit certificates, together with the interest due on the bonds, or the net profits due on the certificates, a notice shall be published in two of the most prominent papers in London, and in such other financial centres as may be agreed upon with the Chinese Minister for four weeks. At the expiration of the four weeks, and on the day fixed for the redemption, the Corporation shall cause the usual lots to be drawn for the redemption of the bonds or certificates, and shall pay over the respective prices of the same to their respective holders, and shall thus redeem the bonds or net profit certificates and cancel them, and thereupon the same are to be delivered to the Director-General, or the Chinese Minister in London, for return to the Director-General.

All the loan bonds and the net profit certificates shall express that they are redeemable at any time on the conditions mentioned in the preceding paragraph, and shall state that the payment of any interests for the bonds, and of the participation of any of the net profits by the certificates so drawn by lot, entirely cease from the date entioned by the published notice of the Corporation. The amount required for the redemption shall, however, have to be got ready and placed in the hands of the Hong-Kong and Shanghai Banking Corporation before such redemption is carried out.

The loan bonds, if redeemed before twenty-five years from the date they were originally issued, shall be paid for with a premium of 2½ per cent. over their face value (*i. e.* £102, 10s. will be required to pay £100), but after twenty-five years from the date of issue to the expiry of the term of the loan the bonds may be redeemed without payment of any premium. If any interest is still due on any of the bonds at the time of redemption, such interest shall have thereupon to be paid in full. As to the net profit certificates, if they are redeemed within the term of their duration they are to be paid for according to their face value, and such certificates run to the end of their term they become null and void and no price need be paid on them, nor need they be redeemed, but any net profits still due on them shall have to be fully paid up according to their amounts before the same are cancelled.

Article 21.—If any proceeds of the sale of bonds are lying unused and bearing interest on their deposit whilst the construction of the railway is going on, such interest is to go to the general account of the Chinese Railway Administration, in order that the Railway Administration may enjoy the full advantage thereof.

It is also agreed that if the Corporation shall find it necessary, before the sale of any of the bonds, to advance any money for the work, the expense of effecting such advances, together with the interest thereon, not exceeding a charge of 6 per cent. per annum, shall be deducted from the interest derived from the above mentioned unused proceeds of the sale of the bonds, or otherwise to be provided for in the construction accounts. It is further agreed that the proceeds of the first sale of the bonds immediately following any such advance shall be used to pay off the said advances, so as to save the cost of the aforesaid charge.

Article 22.—If any of the bonds still remain unredeemed, when the fifty years of the term of the loan are about to expire, the Director-General will, within two years preceding the expiry of the said term, negotiate by writing with the Corporation for an extension of the term of the loan; and if six months shall have expired after such negotiations in writing and no definite arrangements shall have been come to, the Chinese Government shall be at liberty to take steps to devise means for procuring elsewhere funds to pay off the loan, and to redeem the bonds and cancel the mortgage.

Article 23.—The existing Woosung-Shanghai line (as soon as the price agreed upon is ready to be handed over to the Railway Administration) shall be taken over as part of the Shanghai-Nanking system, and the earnings and administration of this section shall be treated in like manner as the Shanghai-Nanking line. The price of the Shanghai-Woosung line shall be taken as *Tls.* 1,000,000, and this amount shall be paid to the Chinese Railway Administration out of the proceeds of the loan.

Article 24.—Immediately after the signature of this Agreement, and before the issue of any prospectus of the loan to the public, the Director-General shall memorialise the Throne and obtain an Imperial Edict confirming and sanctioning the provisions of this Agreement. The Imperial Edict so received shall then be officially communicated without delay to the British Minister in Peking by the Wai-Wu-Pu.

Article 25.—This Agreement is executed in quintuplicate in English and Chinese, one copy to be retained by the Railway Administration, one by the Wai-Wu-Pu, one by the Bureau of Railways and Mines at Peking, one by the British Minister in Peking, and one by the Corporation, and should any doubt arise as to the interpretation of the Agreement the English text shall be accepted as the standard.

Signed at Shanghai by the Contracting Parties this fifteenth day of the intercalary fifth month of the twenty-ninth year of the Emperor Kwang-Hsu, being the ninth day of July nineteen hundred and three of the Western Calendar.

TIENTSIN-CHINKIANG (NOW NANKING) RAILWAY: PRELIMINARY AGREEMENT.

This Preliminary Agreement relating to the construction of railways between Tientsin and Chinkiang, is made between their Excellencies Hsu and Chang; duly authorized to act on behalf of the Imperial Government of China, hereinafter called "the Imperial Directors" of the one part; and (*a*) the Deutsche-

Asiatische Bank; (*b*) the Hongkong and Shanghai Banking Corporation for themselves and on behalf of Messrs. Jardine, Matheson & Co., as joint agents for the British and Chinese Corporation Limited, hereinafter called "the Syndicate" of the other part.

1. The Imperial Government of China authorizes the Syndicate to issue an Imperial Government 5 per cent. gold loan for an amount of about £7,400,000, this amount being subject to modification later after the completion of survey.

2. The loan is designed to provide the capital for the construction of Government railway lines from a point at or near Tientsin, through Titchow and Tsianfu to Thsien near the south-

1926.—VIEW OF CONSOLIDATED ENGINE BUILT BY THE AMERICAN LOCOMOTIVE CO. HAULING TRAIN OF AMERICAN CARS INTO TAIREN YARD

ern frontier of Shantung, hereinafter known as the northern part of the Tientsin-Chinkiang Railway lines, and from Thsien to Kuachao (Chinkiang) on the Yangtze Kiang, hereinafter known as the southern part of the Tientsin-Chinkiang Railway lines, the total length of these lines being about 982 kilom., equal to about 1800 Chinese li.

3. The capital so provided will include the funds required for rolling-stock and other equipment, and for working the lines, together with interest on the loan during the period of construction, which is estimated to occupy about five years from the date of the loan, but which will finally be fixed after survey.

in yearly instalments out of the revenue of the lines according to the amounts and dates of the schedule to be attached to the Final Agreement.

6. In the event of the Imperial Government of China wishing to redeem, after the lapse of thirty years from the date of the loan, the outstanding amount of the loan, or any portion of it not yet due, from funds *bona fide* belonging to the Chinese Government or subscribed by Chinese merchants, the conditions for such redemption must first be arranged with the Syndicate when the time arrives.

7. The yearly payments due for amortisation and the half-yearly payments due for interest, except as otherwise provided in Clause 4, shall be made in accordance with the amounts and dates of a schedule to be attached to the Final Agreement, in shares to be determined by the Final Agreement, out of the joint net revenues of the railway lines to the Deutsche-Asiatische Bank and the Hongkong and Shanghai Banking Corporation by the Boards of Commissioners hereinafter mentioned, who shall hand to those banks, at their branches in Shanghai, twenty-one days before the due date named in the schedule, funds in Shanghai sycee sufficient to meet such payment in sterling in Europe, the rate of exchange for which shall be settled with those two banks on the same day on a fair basis.

In reimbursement of expenses connected with the service of interest and principal of the loan, the two banks will receive a commission of ¼ per cent. on the annual loan service.

8. The Imperial Government of China hereby engages that the interest and principal of this loan shall duly be paid in full, and should the revenues of the railways not be sufficient to provide for the due and full payment of interest and repayment of principal of this loan the Imperial Directors must memorialize the Throne, and the Imperial Government of China will then make arrangements to ensure that the amount of deficiency shall be met from other sources and handed over to the banks twenty-one days before the due date of the funds required to complete full payment of interest and repayment of principal.

This clause to be open to reconsideration in the Final Agreement.

9. This entire loan shall be secured by a first mortgage on the permanent way, rolling-stock, and entire property, together with the revenue of the lines named in Clause 2. No further loan, charge, or mortgage shall be charged on this security, except with the written consent of the two banks, until the present loan is returned. In the event of default in payment of interest or repayment of principal of this loan on due date the railway lines and property so mortgaged shall be handed over to the Syndicate, to be dealt with in such a manner as may be legal and necessary for the full and effective protection of the bondholders. When the loan is completely redeemed, Clause 29 of this Agreement shall take effect.

10. The Syndicate will be authorized to issue to the subscribers to the loan, bonds for the total amount of the loan in pounds sterling in such form, in such languages, and for such amounts as shall appear advisable to the Syndicate, and these bonds shall be sealed in China by the Imperial Directors and in Europe by the Minister for China, in Berlin or London, as evidence that the Imperial Government of China is bound thereby as debtor of the loan. Provision will be made in the Final Agreement for the case of bonds lost, stolen, or destroyed.

11. All bonds and coupons and payments made and received in connection with the service of this loan shall be exempt from all Chinese taxes and imports for ever.

12. All details necessary for the prospectus and connected with the service of the interest and repayment of the principal of this loan, not explicitly provided for by the Final Agreement, shall be left to the arrangement of the Syndicate, who will be authorized to issue a prospectus of the loan as soon as possible after the signing of the Final Agreement.

The Imperial Government of China will instruct the Chinese Ministers in Berlin and London to co-operate with the representatives of the Syndicate in any matters requiring conjoint action, and the Chinese Minister in Berlin will sign the prospectus of the loan as required by the Rules of the Berlin Stock Exchange.

ROLLING STOCK IN ERECTION YARD AT TAIREN—200 ENGINES AND HUNDREDS OF BROAD GAUGE CARS ASSEMBLED HERE

4. The rate of interest for the loan shall be 5 per cent. per annum on the nominal principal, and shall be paid during the time to be fixed for the construction out of the proceeds of the loan, and afterwards out of the revenue of the lines named, in half-yearly instalments, according to the amounts and dates of a schedule which will be attached to the Final Agreement.

5. The term of the loan shall be fifty years. Repayment of principal shall commence in the eleventh year from the date of the loan, and shall be made by a yearly sinking fund in shares to be determined in the Final Agreement to the Deutsche-Asiatische Bank, and the Hongkong and Shanghai Banking Corporation

13. The loan shall be floated in one or more series at the discretion of the Syndicate, due regard being had to the interest of China; but the floating of the loan shall not be delayed more than necessary, subscriptions being invited by the Syndicate in Europe and in China from both European and Chinese on equal conditions.

14. The price of the loan shall be 90 per cent. net on the nominal principal to the Chinese Government. The proceeds of the loan shall be paid to the credit of a Tientsin-Chinkiang Imperial Government Railway account with the Hongkong and Shanghai Banking Corporation, London. The payment into the credit of these accounts shall be made in such instal-

ments and on such dates as the conditions allowed to the subscribers to the loan shall admit.

Interest at a rate to be arranged from time to time shall be granted on the credit balance of the railway accounts.

After deduction of the funds required for the service of interest and for commission on this service during the time of construction, the Deutsche-Asiatische Bank will hold the proceeds with accrued interest to the order of the Board of Commissioners appointed for the northern part of the Tientsin-Chinkiang Railway lines, and the Hongkong and Shanghai Banking Corporation will hold the proceeds with accrued interest to the order of the Board of Commissioners appointed for the southern part of the Tientsin-Chinkiang Railway lines. The Commissioners, in drawing the sums necessary for the construction, shall give notice to the banks fourteen days before the day on which they are required.

15. If during the time of construction the whole amount of the instalments with accrued interest to be paid by the Syndicate should, after deduction of the sums necessary for the service of interest on the loan, not be sufficient for the construction of the railway lines, the amount of deficiency shall be provided by a supplementary loan to be issued by the Syndicate, the interest and other conditions of which are to be the same as in this Agreement, but the price must be arranged when the time arrives.

If after the completion of the lines there should be a balance at credit of the Tientsin-Chinkiang Railway account, the Syndicate shall transfer such unused balance to the credit of the loan service reserve fund, hereinafter mentioned as a provision for payments to which the Government is bound by Clause 8 of this Agreement.

16. If before the publication of the prospectus for the issue of the loan any political or financial crisis should take place in Europe or elsewhere, by which the markets and the prices of existing Chinese Government stocks are so affected as to render the successful issue of the loan impossible on the terms herein named, the Syndicate shall be granted such extension of time for the performance of their contract as the circumstances demand, or shall have the right to withdraw from their contract with the Chinese Imperial Government, which shall in that case become null and void.

17. The Deutsche-Asiatische Bank on the one side, and the Hongkong and Shanghai Banking Corporation for themselves, and on behalf of Messrs. Jardine, Matheson & Co., as joint agents for the British and Chinese Corporation Limited, on the other side, shall take the loan in shares to be agreed upon by the Syndicate, and without responsibility for each other.

18. The northern part of the railway lines shall be constructed, equipped, and worked on behalf of the Imperial Chinese Government by the Deutsche-Asiatische Bank, and the southern part of the railway lines shall be constructed, equipped, and worked on behalf of the Imperial Chinese Government by the British and Chinese Corporation Limited, under conditions as follows:—For each of these parts a Board of Commissioners shall be appointed to superintend the construction, equipment, and working of the railway lines in accordance with regulations to be arranged between the Imperial Directors and the Deutsche-Asiatische Bank and the British and Chinese Corporation Limited.

19. An office shall be provided for the Imperial Directorate, and a head office shall be established for each Board of Commissioners. The Board of Commissioners for the northern and southern parts of the lines respectively, appointed to superintend the construction and administration, shall each consist of five members, two Chinese managers representing the Imperial Directors and nominated by them, and three European members, namely, a representative of the Bank concerned, the Manager and the Chief Engineer, to be nominated by the Deutsche-Asiatische Bank, and the British and Chinese Corporation Limited.

In case any foreign or Chinese members of the Boards of Commissioners do not work well together, it shall be open to the Imperial Directors, the Deutsche-Asiatische Bank, and the British and Chinese Corporation Limited, to mutually discuss means to arrange and deal with the matter.

The foreign and Chinese railway staff, including a Ti-tiao, shall be appointed by the Boards of Commissioners, who will report the appointment to the Imperial Directors. In the event of an important appointment the two Chinese members of the Boards may first consult the Imperial Directors.

The principal members of the railway staff shall be capable and experienced Europeans, but Chinese with sufficient experience in engineering or traffic may also be appointed.

Foreign and Chinese members of the railway staff shall, in the event of incapacity or misconduct, be dismissed by the Boards of Commissioners, who will inform the Imperial Directors of the same.

The salaries of the five members of each Board of Commissioners and of the foreign and Chinese railway staff shall be arranged by the Deutsche-Asiatische Bank, the British and Chinese Corporation Limited, and the Imperial Directors, and paid by the head office of their respective sections.

20. The plans, estimates, and all matters relating to survey must be submitted for approbation to the Board of Commissioners. The Chief Engineer shall indicate to the Chinese Commissioners the land which it is necessary to purchase, and which must be sufficient for the construction of a permanent way with double lines and dependencies, and the Chinese Commissioners shall thereupon effect such purchases at a price to be based on a scale to be arranged after survey. In the event of the route proposed by the Chief Engineer passing through towns, villages, graveyards, or other points where much obstruction is encountered, the Chief Engineer will, together with the Board of Commissioners, consider means of diverting the proposed railway route in order to avoid difficulties.

21. After completion of the survey and due inquiry as to the prevailing provincial likin and customs dues, the Imperial Directors will arrange with the Deutsche-Asiatische Bank and the British and Chinese Corporation Limited, regulations for the payment of likin and duty upon merchandise and live stock in transit over the railway lines.

22. All materials necessary for the construction and working of the lines, obtained either from foreign countries or from other provinces of China, and the revenues derived from the railway, shall be exempt from duty or taxation of all kinds, and the Imperial Government of China will instruct the customs and likin authorities accordingly.

All material, plant, and goods shall be ordered from the Deutsche-Asiatische Bank and the British and Chinese Corporation Limited, on conditions to be arranged in the Final Agreement.

The plans, estimates, and requisitions for materials shall be submitted to the Board of Commissioners by the Chief Engineer for reference at their discretion to the Imperial Directors, and the same shall be furnished by the Deutsche-Asiatische Bank and the British and Chinese Corporation on the best possible terms.

Due consideration will be extended to materials from the Hanyang Iron Works, if available when required, and of a quality satisfactory to the Chief Engineers of the Syndicate.

23. The Deutsche-Asiatische Bank and the British and Chinese Corporation Limited shall, during the working of the lines, maintain the railways, buildings, works, rolling-stock and dependencies in good order and condition.

24. Branch lines or extensions in connection with the Tientsin-Chinkiang Railway lines that may appear profitable or necessary later on shall be the subject of negotiations between the Imperial Directors and the Syndicate.

25. The tariff to be introduced by the European Manager shall be approved by the Boards of Commissioners, who will take into consideration the tariffs of other existing railway lines in China, while keeping in view the necessity for attracting traffic. The European Manager may also be instructed to enter into arrangements for tariffs on through traffic connecting lines. In case of war, foreign or internal, the railway lines shall be reserved in the first instance for the transport of Chinese troops, commissariat, and munitions of war under the order of Imperial Directors, and at half the ordinary tariff rates, and the railways shall not engage in any service injurious to China. In case of famine, grain will also be transported over the lines at half the ordinary tariff rate, under orders of the Imperial Directors.

26. All payments made and received in connection with the railway lines will be subject to the control of the Boards of Commissioners, and after the line is working estimates of receipts and expenditure shall be similarly submitted to the Boards. Regular accounts shall be furnished through the Imperial Directors to the Railway and Mining Bureau of the Tsung-li Yamen and the Board of Revenue, Peking. All payments made must be represented by Chinese or foreign vouchers as the case may be.

27. The profits from working completed sections of the railways during the time of construction shall be credited to railway construction account.

28. Should any traffic business be apparent later on as likely to benefit the Imperial Government of China and increase the earning power of the railway lines, the Deutsche-Asiatische Bank and the British and Chinese Corporation Limited shall represent the same to the Imperial Directors, and request them to obtain the necessary authority to arrange the business.

29. The Deutsche-Asiatische Bank and the British and Chinese Corporation Limited shall work the lines on behalf of the Imperial Government of China until the present loan is redeemed. As soon as the loan has been completely redeemed this Agreement shall become null and void, and the railway lines and property named in this Agreement shall be handed over to the absolute disposal of the Chinese Government.

30. The annual net revenue is understood to be that resulting from the gross receipts of the passengers and goods traffic and the income from other sources, after deducting all working expenses, including maintenance of the permanent way, repairs and renovation of machinery and rolling-stock, and all expenses of administration, besides deducting an amount to be determined by the Deutsche-Asiatische Bank and the British and Chinese Corporation Limited as sufficient for accumulating a reserve fund for extraordinary improvements or repairs. Of the surplus of the joint net annual revenue of the northern and southern railway lines, after payment of interest and repayment of principal of the loan, first, a participation of 20 per cent. will be granted to the Syndicate in remuneration for their management of the construction and the working of the railway lines; secondly, an amount equal to 10 per cent. of the gross earnings will be transferred to a loan service reserve fund, deposited with the two Banks, and the remainder will be at the disposal of the Imperial Government of China. An account of the said loan service reserve fund will be rendered yearly to the Railway and Mining Bureau of the Tsung-li Yamen and to the Board of Revenue, and the fund will be drawn upon only in the case of the revenue of the railway lines being insufficient to meet the service of interest and principal of the loan. On redemption of the loan being completed the balance of this fund will revert to the Chinese Government.

31. The powers and authority given and delegated to the Imperial Directors by the Imperial Government of China shall, in the case of their promotion or removal, be transferred to their successors, and the Deutsche-Asiatische Bank and the Hongkong and Shanghai Banking Corporation, Messrs. Jardine, Matheson & Co., and the British and Chinese Corporation Limited, may, subject to all their obligations, transfer or delegate all or any of their rights, powers, and discretions to any German or English Company, directors, or

agents, with or without power of further transfer and sub-delegation.

32. Differences arising between the Imperial Directors and the Syndicate will be taken up and decided with equity and justice by the Tsung-li Yamen on the one side, and the Minister for Germany and the Minister for Great Britain in China on the other side.

33. As soon as possible after the signature of this Agreement the Engineers of the Syndicate will be authorized by the Imperial Chinese Government to survey and report upon the proposed railway lines, when, subject to such report being satisfactory to the Syndicate, this Preliminary Agreement will be ratified by the Syndicate and replaced by a Final Agreement containing all necessary details. Modifications in the conditions of this Preliminary Agreement may be made, subject to the consent of both parties.

34. The provisions of this Preliminary Agreement shall, immediately after signature, be ratified by an Imperial Edict (*) which shall be communicated by the Tsung-li Yamen to the Ministers for Germany and Great Britain in Peking.

35. Five sets of this Agreement are executed in English and Chinese, one set to be retained by the Tsung-li Yamen, one by the Railway and Mining Bureau, and one by each Contracting Party.

In the event of any doubt arising regarding the interpretation of the Contract, the English text shall rule.

CONTRACT FOR BUILDING A RAILWAY FROM KAI-FENG FU TO HO-NAN FU. (Signed at Shanghai, 1904.)

Between the undersigned:

1. The Imperial Chinese Railway Company, represented by H. E. Sheng Kung Pao, Director-General, duly authorized by the Chinese Government.

2. La Compagnie Générale de Chemins de Fer et de Tramways en Chine, represented by Monsieur Armand Rouffart, its delegated Administrator, provided with full powers.

It has been agreed as follows:

Article 1.—The Director-General of the Imperial Chinese Railway Company, H. E. Sheng Kung Pao, has asked, in a report, the Chinese Government that a line of railway should be built starting from a point called Yung Tse on the railway line of the Luhan where the latter crosses the river. From that point eastward to Kai-feng the line will be 170 li long, and westward to Ho-nan Fu it will cover 250 li. These two branches of the Luhan to be built by a Belgian party (groupe), which will make a loan to build them.

This proposal was accepted by a decree dated the 30th day of the 10th moon of 25th year of the present reign.

Monsieur Rouffart, the representative of La Compagnie Générale de Chemins de Fer et de Tramways en Chine, has asked us by letter to undertake this building, and we sent a Chinese official to accompany him in his preliminary study on the ground. After said study, Monsieur Rouffart estimated the probable cost of these two branches at one million pounds sterling, or 25,000,000 francs; and for all other terms the contract from Peking to Hankow are to be followed.

Under date of the 29th day of the 12th moon of the 28th year of the present reign the Wai-Wu-Pu wrote to me that I was to discuss the terms of the contract with Monsieur Rouffart, and it asked me to settle the matter as promptly as possible.

Considering that Monsieur Rouffart has full powers from the Compagnie Générale de Chemins de Fer et de Tramways en Chine to negotiate this business for it, we, Director-General of the Imperial Chinese Railway Company, and Monsieur Armand Rouffart, representing the Compagnie Générale de Chemins de Fer et de Tramways en Chine, hereby enter into a contract for a loan, the product of which shall be applied to the building of the Railway from Ho-nan Fu to Kai-feng Fu.

Before signing the contract the Director-General of the Imperial Chinese Railway Company has submitted said contract for Imperial sanction, and it has been approved under date of ———.

This decree shall form Annex 1 of the present contract. In virtue of the above the Director-General, on account of the Chinese Government, makes a gold 5 per cent. loan for the sum of 25,000,000 francs, or 1,000,000 pounds sterling. This loan shall be known as the Chinese Government 5 per cent. Gold Foreign 1903 Loan (*Emprunt du Gouvernement Chinois 5 pour cent or Extérieur* 1903).

Article 2.—This loan shall be represented by 50,000 bonds of 500 francs gold each.

These bonds, the text of which is annexed to the present contract (Annex 2), shall be signed in the name of the Chinese Government by the Minister Plenipotentiary of China at Brussels.

They shall be delivered in fractional bonds (coupons) of 1 to 2 bonds, in such proportion as the Compagnie Générale de Chemins de Fer et de Tramways en Chine may request, the total number not to exceed 50,000; the expense of making these bonds shall be charged to the Compagnie Générale de Chemins de Fer et de Tramways en Chine. They shall bear 5 per cent. interest a year on the nominal capital payable in gold.

Interest shall run from the date of payment of the product (of the sale) of the bonds, and shall be payable the 1st January and 1st July of each year.

Coupons which have become due and have been paid shall be classed in numeric order by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, and at its expense, and it shall then send them to the Imperial Chinese Railway Company at Shanghai to be cancelled. If the returned coupons are lost in transmission the Compagnie Générale de Chemins de Fer et de Tramways en Chine must publish the numbers of the paid and lost coupons in four different newspapers, and transmit to the Imperial Chinese Railway Company a declaration stating the loss.

Article 3.—The loan shall be redeemed in twenty years counted from the tenth year of issue, by the method of drawing by lots in the offices of the Compagnie Générale de Chemins de Fer et de Tramways en Chine, in accordance with the table annexed to the present contract (Annex 3). The drawings by lots shall take place on the third Wednesday of April in each year. The first drawing shall take place on that date beginning with the tenth year from the date of issue of the loan.

The numbers of the drawn bonds shall be published in four newspapers at the expense of the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

Article 4.—The bonds drawn by lots shall be paid in gold at their par value on the date on which fall due the coupons following the date of the drawing. Bonds presented for refunding must have attached all coupons still unpaid, and the amount of missing coupons will be deducted from the capital to be reimbursed. Interest on bonds will cease to accrue from the day set for reimbursement. Paid off bonds shall be classified and sent back by and at the expense of the Compagnie Générale de Chemins de Fer et de Tramways en Chine to the Imperial

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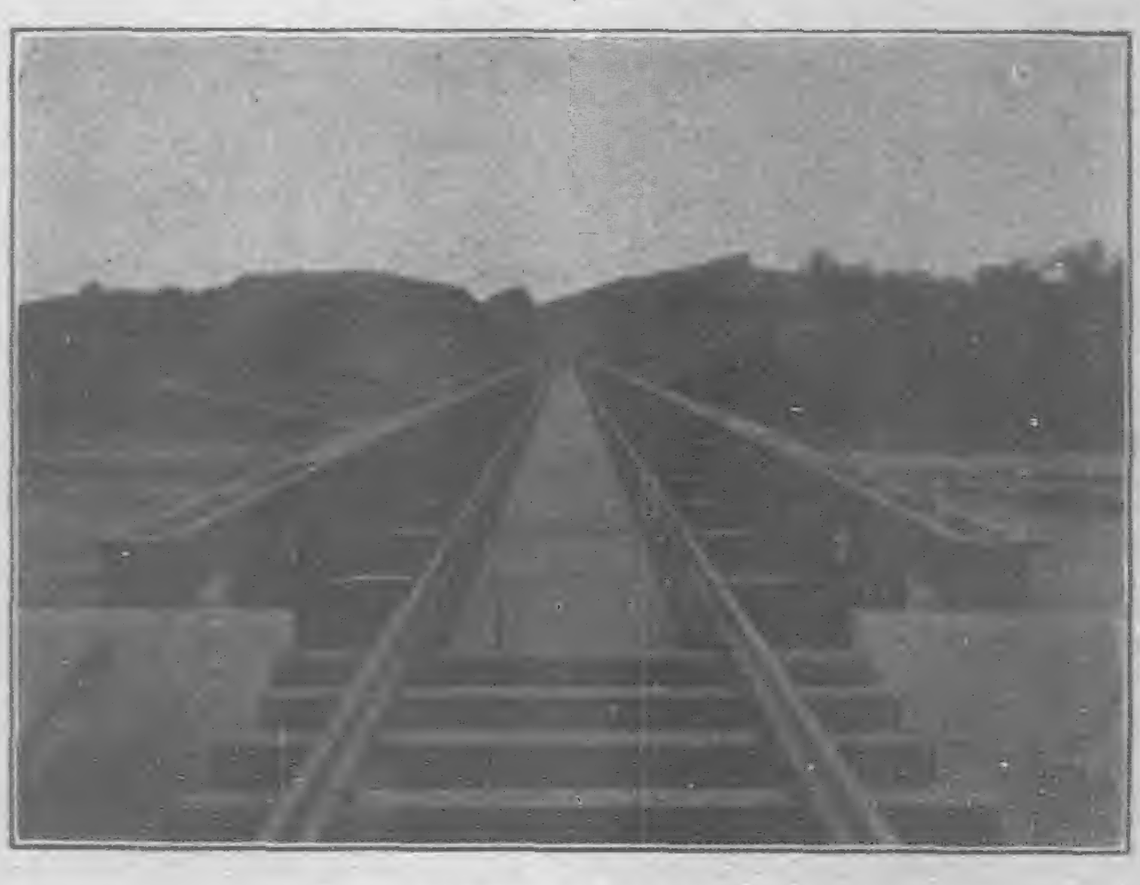
SOUTH MANCHURIA RAILWAY'S OLD SHOPS AT TAIREN (DALNY)



HANKOW RAILWAY

(*) The Edict was issued on the 24th May, 1899; vide Blue Book. China, No. 1 of 1900, p. 190.

Chinese Railway Company at Shanghai to be cancelled. If these bonds should be lost on the way, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall publish the numbers of the paid and lost bonds in four different newspapers, and transmit to the Imperial Chinese Railway Company a declaration stating the loss.

Article 5.—The Chinese Government denies itself the right, before the date fixed for the first amortisation, to fix a larger amortisation, or to refund the whole loan or to convert it. After that date it shall be free to refund the loan at whatsoever time it chooses before the dates of payment, and, the refunding made, all contracts shall be declared annulled.

Article 6.—Coupons and bonds shall be paid off in francs in the office or offices entrusted with the management of the loan.

Article 7.—Interest payment and the reimbursement of the bonds provided for in the present loan shall be guaranteed by the gross revenues of the Imperial Chinese Government.

Furthermore, in virtue of the authorization already granted by the Chinese Government, and in accord with it, the Imperial Chinese Railway Company declares that it makes a preferential assignment in favor of the payment of interest and of the capital of the present loan, and that it cedes and assigns in favor of said obligations all the net receipts of the line from Kai-feng Fu to Ho-nan Fu, after the regular payment of all expenses of management and operating, the whole as elsewhere indicated in an operating treaty concluded between the Imperial Chinese Railway Company and the Compagnie Générale de Chemins de Fer et de Tramways en Chine, said treaty being annexed to and forming an integral part of the present contract. This assignment is made exclusively and irrevocably until complete redemption of the bonds of the present contract.

Article 8.—After auditing and noting the net receipts the Imperial Chinese Railway Company shall direct the Compagnie Générale de Chemins de Fer et de Tramways en Chine to deposit these funds in a bank to be chosen by common consent. This bank shall convert into gold, in accordance with the provisions stipulated in the contract made between the Bank, the Imperial Chinese Railway Company, and the Compagnie Générale de Chemins de Fer et de Tramways en Chine, and to the best advantage of the Imperial Chinese Railway Company, the sums paid it, and up to the full amount needed to ensure the service of the loan at the next semi-annual payment.

These deposits shall continue to be made until the sum needed for the integral service of the loan on the following date of payment has been realized in gold, and in such manner that said service is ensured at least three months before the date of the semi-annual payment

The bank designated for the receipt of these sums shall use them to the best advantage of the Imperial Chinese Railway Company. The account in which these sums shall be carried shall be charged twenty days before the date of payment with the sums needed or the service of the loan, interest, amortisation, money expenses, difference of exchange, and the commissions provided for by the present contract.

Article 9.—The bank in which shall be deposited the loan funds shall have the right without further authorization to levy on said funds on deposit the amount of the coupons to be paid during the construction period; but it shall advise the Director-General as these payments are made.

Article 10.—To ensure the guarantee just given to the bonds of the present contract, the Imperial Chinese Railway Company grants these bonds a special first-class guarantee on the railway from Kai-feng Fu to Ho-nan Fu, on its fixed and rolling stock and its receipts.

The special assignment is accepted in the name of the bondholders by the Compagnie Générale de Chemins de Fer et de Tramways en Chine. In case of non-fulfilment of the obligations assumed by the Imperial Chinese Railway Company in the present contract, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall have full power to take such action against said property as may result from this special assignment, and in that case the provisions of the operating treaty hereto annexed must always be strictly observed.

Article 11.—The preceding provisions do not conflict with the personal responsibility of the Chinese Government concerning the present loan, as said responsibility is specified in Article 7.

Consequently the Imperial Chinese Government pledges itself to make up the sum necessary for the service of the loan in gold, in case the sums derived from the net revenues of the line from Kai-feng Fu to Ho-nan Fu, and paid in by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, entrusted with this management by the Imperial Chinese Railway Company, to the bank chosen, should not produce after conversion into gold, and three months before the date of the following semi-annual payment, an amount sufficient to ensure said service.

In the case, and on demand made it, the Imperial Chinese Government shall be bound to put at the disposal of the Compagnie Générale de Chemins de Fer et de Tramways en Chine sixty days before the following semi-annual payment falls due, in gold or in securities of sufficient amount to produce it in gold, the sum stated to it as being needed to make up said service.

Article 12.—From the sums derived from the deposits by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, entrusted with that duty by the Imperial Chinese Railway Company, or from the supplementary sums paid by the Chinese Government, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall, in proper season, place at the disposal of the firms entrusted with the management of the loan the amounts necessary therefor according to the needs as determined during the preceding half-year.

Article 13.—The Imperial Chinese Government will pay to the firm entrusted with the management of the loan a commission of ¼ per cent., that is to say 25 francs for 10,000 francs on the amount of the coupons paid, and a commission of ¼ per cent. on the amount of bonds drawn by lots or redeemed under anticipated refundings. The amount of this allowance shall be settled every six months; and, in case of insufficiency, it will be paid at once by the Imperial Chinese Government.

Article 14.—The Imperial Chinese Government binds itself to respect and cause to be respected the privilege provided for in favor of the bonds under Article 9 of the present conventions, and to hold free of all Chinese taxation whatsoever the bonds and coupons as well as all operations whatsoever connected with the management (service) of the loan. The preceding (provision) concerns the bonds and coupons of the loan and the operations relating to the management of the loan, and which shall be exempt from all taxation. But the taxes now in force in China, such as land rent and the taxes which the Chinese Government may impose hereafter, such as a stamp tax levied on the general commerce of China, the railway provided for in the present contract, and its traffic shall bear them. It being understood that no exceptional law shall be passed for the railway in question, and that the rule which shall be applied to it shall be that of all Chinese railways.

Article 15.—Coupons which have not been presented for cashing within five years after the date on which they fall due shall be lost by limitation (*prescrits*) in favor of the Imperial Chinese Government. The limit of time shall be of thirty years in case of redeemed bonds.

On the death of any bondholder of the present loan, the bonds shall be transferred and shall belong to the heirs, in conformity with the inheritance laws in force in the country of the bondholder.

Payment of coupons and refunding of bonds shall take place in time of peace and in time of war to the holders, whether they be subjects of friendly states or of hostile ones. In case of loss, theft, or destruction of bonds of the present loan, the Imperial Chinese Government will authorize the Compagnie Générale de Chemins de Fer et de Tramways en Chine to replace the bonds by new ones at its own expense, whenever it shall have satisfactory evidence of the loss or destruction of the bonds and title-deeds (*des titres et des droits*) of the claimants.

Article 16.—The Imperial Chinese Government, through its representatives, shall at once take steps and shall furnish the necessary documents to secure the official listing (of the bonds) in the Bourses of the capitals of Europe.

Article 17.—The whole amount of the present loan, amounting to twenty-five millions of francs, represented by 500,000 bonds of 500 francs each, possession to be had from the date of payment, is bought outright (*pris ferme*) by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, at the price of 90 per cent., that is for the sum of twenty-two millions five hundred thousand francs.

If on the date of issue the bonds for the loan for the Hankow-Peking Railway should be quoted below 482.50 francs inclusive of the interest payable (*en tenant compte de la jouissance*) the two contracting parties would have the right to cancel the present contract.

Article 18.—The Compagnie Générale de Chemins de Fer et de Tramway en Chine will deposit the full amount of the proceeds of this purchase in the banks designated by it after agreement with the Director-General of the Imperial Chinese Railway Company, on delivery of the 50,000 bonds bought outright (*achetées fermes*).

The sum needed for the building of a fixed length of line shall be transferred to Shanghai, and deposited in such bank as is mutually agreed upon.

This bank shall convert into taels the sum in accordance with the instructions of the Director-General of the Imperial Chinese Railway Company. A sum on the available proceeds of the loan, at least one-tenth of the proceeds of the conversion into taels, shall be deposited in a bank in China, to be chosen by the Director-General of the Imperial Chinese Railway Company, and under his sole responsibility, and this deposit shall be applied to expenses at such times as the rates for the conversion of European values into taels may be unfavorable. It being well understood that the depository establishments shall only be required to deliver these sums under the conditions and limitations mentioned in Article 20 here below.

Article 19.—The construction work for the whole of the line shall be under the direction of the Chief Engineer chosen by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, entrusted with this work by the Imperial Chinese Railway Company and for its account.

The Chief Engineer shall prepare all studies, plans, tracings, estimates for the whole of the line; he shall direct the carrying out of all works and shall order the materials, tools, and supplies necessary to ensure the regular working of the line. Nevertheless all these operations must be submitted for the approval of the Director-General of the Imperial Chinese Railway Company.

As the line from Kai-feng Fu to Ho-nan Fu is a feeder (*confluent*) of the Luhan, the width of the rails and the general methods of operating must be the same as on the Luhan.

With the exception of the supplies of material and the expenses of all kinds duly authorized by an act signed by the Director-General of the Imperial Chinese Railway Company, and paid at Brussels, the Imperial Chinese Railway Company shall place at the disposal of the Compagnie Générale de Chemins de Fer et de Tramways en Chine, from the proceeds of the loan, the sums necessary to make, without any exceptions, all necessary payments for the carrying out of the works, the salaries of the staff under its orders, and in general for all expenses of whatsoever kind. But these payments must always be previously approved by the representatives of the Director-General.

After the signing of the present contract the Imperial Chinese Railway Company directs the Compagnie Générale de Chemins de Fer et de Tramways en Chine to choose an Engineer with experience in construction work, who shall direct the construction of the line and prepare studies, plans, tracings, and specifications for the whole line, and the whole shall

be submitted for the approval of the Director-General of the Imperial Chinese Railway Company. Said Chief Engineer shall be appointed, on recommendation of the Compagnie Générale de Chemins de Fer et de Tramways en Chine, by the Director-General of the Imperial Chinese Railway Company, to whom he is directly responsible.

Every month the Chief Engineer, in agreement with the Imperial Chinese Railway Company, shall request the bank in which are deposited the loan funds, to pay the amount necessary for the general expenses of the undertaking during the month following, to an agent chosen by the Director-General of the Imperial Chinese Railway, and against receipt

Article 21.—Within nine months following the date of the signing of the present contract, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall buy outright from the 50,000 bonds a first lot for 12,500,000 francs at the price of 90 per cent. for the purpose of building the first portion of the line. The balance of the issue, or 12,500,000 francs, for

PEKING-HANKOW'S CENTRAL SHOPS AND HEADQUARTERS AT CHANGSINTIEN

The Director-General of Chinese Railways shall fix the amount of his salary, after agreement with the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

The Chief Engineer shall prepare a tabulated plan of the European staff necessary for the building, and shall submit it for the approval of the Director-General of the Imperial Chinese Railway Company. This staff shall be engaged by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, which shall put it under the order of the Chief Engineer.

As regards the Chinese staff, whether technical or other, the Director-General of the Imperial Chinese Railway Company reserves to himself the right to choose it, and to put it under the orders of the Chief Engineer. No Chinese or European employee shall be engaged without the assent of the Director-General of the Imperial Chinese Railway Company. It is understood that Chinese subjects who have made special studies, or who have acquired sufficient practical knowledge, may be presented by the Director-General of the Imperial Chinese Railway Company to the Chief Engineer, who shall employ them on the works under the same conditions as European employees. As to the technical service, the Chinese staff as well as the European staff shall be under the direct orders of the Chief Engineer. But the Director-General reserves the right to demand the instant dismissal of any agent of whatever nationality on condition that the demand for dismissal is based on serious reasons.

The Director-General likewise reserves the right to depute on the works a special representative with full powers. The salary of said representative, as also the running expenses of the head office at Shanghai, shall devolve on the Kai-feng Fu to Ho-nan Fu railway concern.

Orders for materials, tools, and furniture for the construction of the line, and for its orderly working, shall be submitted through the Chief Engineer to the Director-General for approval.

Orders as well as contracts for work shall be drawn up, after mutual agreement, by the Chief Engineer and the representative of the Director-General.

Statements of the sums paid for supplies of materials and expenditures of every description settled in Europe shall be sent with all vouchers and explanatory documents to the Imperial Chinese Railway Company every three months.

duly signed by the latter and under the responsibility of the Director-General of the Imperial Chinese Railway Company. This agent shall not surrender any of the funds except under the signature of both the Chief Engineer and the representative of the Director-General.

The Compagnie Générale de Chemins de Fer et de Tramways en Chine shall not therefore be obliged to meet any expense for the building out of its own money.

Said Company shall endeavour to finish the work on the line within two years from the date on which the railway from Hankow to Peking shall be opened to traffic as far as the Yellow River, because materials will then be easily transported.

It is well understood that the Imperial Chinese Railway Company will not pay the expenses of the office in Brussels, except the necessary expenses for the studies, orders, receipt of materials, living of staff; consequently the personal expenses of the directors, allowances (indemnities), etc., will continue to be chargeable to the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

Article 20.—The price paid for the above mentioned bonds being exclusively assigned to the building of the railway from Kai-feng Fu to Ho-nan Fu, the Compagnie Générale de Chemins de Fer et de Tramways en Chine, or the bank having received the deposits, would have the right not to give up these funds in case one of the deposits should not have been applied as provided for, and also in case the delegates of the Compagnie Générale de Chemins de Fer et de Tramways en Chine were not enabled by the Imperial Chinese Railway Company to continue the direction of the construction works.

The balance on hand, if any should exist after the completion of the works, shall be held subject to the order of the Imperial Chinese Railway Company. After the completion of the works and the organization of traffic, if the funds of the issue should still show a (credit) balance, said balance shall be paid in full to the Imperial Chinese Railway Company, who shall remit it to the Chinese Government.

If the loan provided for in the present contract should not be enough to finish the line or to organize traffic, the Compagnie Générale de Chemins de Fer et de Tramways en Chine is authorized by the present (contract) to make a further loan on the same terms as in the present contract without being obliged to make a new contract.

the building of the second section of the line, shall be taken at the same price and in one or two instalments by (public) subscription or otherwise. But it remains well understood that the expense of issuing the loan falls on the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

If the Compagnie Générale de Chemins de Fer et de Tramways en Chine should begin simultaneously the building of both sections of the road on either side of the Luhan line, it shall have the right to make but one issue for the whole loan.

Article 22.—Preliminary studies of the line after the signing of the present contract are at the expense of the Imperial Chinese Railway Company, and are to be provided for out of the loan funds. Said studies of the line shall be provided for from the revenues derived from the loan, and they shall begin on the section running from Kai-feng Fu to the junction with the Hankow-Peking line. They shall afterwards be made over the other sections. From the Luhan junction to Ho-nan Fu will constitute the second section.

The proceeds from the first purchase of bonds shall be applied to the building of the portion of line from Kai-feng Fu to the Luhan junction.

The preliminary studies shall begin within nine months from the date of signing the present contract.

The Compagnie Générale de Chemins de Fer et de Tramways en Chine shall deposit one million francs to the order of the Imperial Chinese Railway Company. This sum is considered as an advance on the loan for the railway from Kai-feng Fu, to Ho-nan Fu and is to be specially devoted to expenses for study of the line.

The depository bank shall not surrender this sum except in accordance with the provisions of Article 20 of the present contract.

This advance shall produce an annual 6 per cent. interest without rate of issue, but it shall be refunded with the proceeds of the first sale of 12,500,000 francs, which must be issued within nine months from the signing of the present ontract; a portion of the proceeds of this sale will be issued to refund the advance first made.

Article 23.—Should the Compagnie Générale de Chemins de Fer et de Tramways en Chine finish satisfactorily the work for the railway from Kai-feng Fu to Ho-nan Fu, complying strictly with all the provisions of the present contract, and should the Chinese Government decide to extend the railway from Ho-nan Fu

to Si-ngan Fu, the Director-General of the Imperial Chinese Railway Company agrees to come to an understanding preferably with, and to grant an option for the loan necessary for said undertaking to, the Compagnie Générale de Chemins de Fer et de Tramways en Chine in conformity with the provisions and conditions of the present contract.

Article 24.—The present contract shall only be binding on the Compagnie Générale de Chemins de Fer et de Tramways en Chine if it is assumed that, exclusive of what may be furnished and produced in China, and bought at the same prices as the European product delivered in China, the total amount of materials and supplies necessary for the building and operating of the railway from Kai-feng Fu to Ho-nan Fu will be asked of and ordered from the Compagnie Générale de Chemins de Fer et de Tramways en Chine, which will fill these orders under the best possible terms.

The carrying out of this provision of this contract by the Imperial Chinese Railway Company will be proven by the orders for materials for each of the sections of line undertaken.

Orders from the Compagnie Générale de Chemins de Fer et de Tramways en Chine will be free from all duties or from likin on importation or in transit across Chinese territory.

If proof of the granting of this franchise is not forthcoming before the end of the month following the date on which the Belgian Government should inform the Compagnie Générale de Chemins de Fer et de Tramways en Chine that it has received notification concerning Article 28, said Company reserves the right not to consider itself bound.

It reserves the same right if extraordinary events should take place, such as a war, or if there were absolute impossibility to secure subscribers for the bonds.

Should on its side the Compagnie Générale de Chemins de Fer et de Tramways en Chine not fulfil within the given delays the obligations it has assumed by the present contract, it shall become annulled. The Imperial Chinese Railway Company would be at liberty to enter into contract with whosoever it chose, and to give up the service of the Chief Engineer.

It is expressly agreed that the works and mines under the control of H. E. Sheng Kung Pao shall have a preferential right for all orders necessary for the building and operating of the railway which is the object of the present contract. The word preference applies to equality of specifications and prices, including transportation, as if the orders had to be filled abroad and delivered in China.

All orders made in China shall be free of duties and of likin on Chinese territory.

Article 25.—In case of disagreement between the Compagnie Générale de Chemins de Fer et de Tramways en Chine or its delegates and the Imperial Chinese Government or the Imperial Chinese Railway Company, such conflicts or disagreements shall be settled by the decision of a member of the Ministry of Foreign Affairs and the Minister of Belgium in China. In case of non-agreement the third arbitrator shall be the Dean of the Diplomatic Body at Peking.

Article 26.—Should the Minister of Belgium request the Chinese Minister of Foreign Affairs, the latter shall be bound to give cognisance of the title (*notifier le titre*) to the Minister of the foreign country mentioned to him as subscribing to the issue of bonds. The present contract is drawn up in triplicate, one copy for the Chinese Government, one for the Imperial Chinese Railway Company, and the third for the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

In case of doubt or disagreement, the French text alone shall be authoritative in interpreting the present contract.

The present contract shall be submitted through the proper channel for the Imperial Sanction, and when that shall have been obtained, the Minister of Foreign Affairs shall notify, by official despatch, the Representative of Belgium at Peking, and in case of necessity, the Representative at Peking of the foreign country to whom the title shall be notified.

Article 28.—The Compagnie Générale de Chemins de Fer et de Tramways en Chine has been organized at Brussels the 26th March, 1900, under Belgian law (*régime belge*) and with Belgian capital.

The Imperial Chinese Railway Company only recognizes for the purposes of the present contract the above-mentioned contracting Belgian Company, which shall never have the right to transfer the present contract to other nations nor to persons of another nationality than Belgian.

Article 29.—The present contract includes the right to build little branch lines from the line from Kai-feng Fu to Ho-nan Fu for the purpose of securing traffic and establishing useful relations. These branch lines shall only be built after agreement with the Director-General and the Governor of Ho-nan and in accordance with plans approved by them.

AGREEMENT BETWEEN CHINA AND GERMANY IN REGARD TO THE RAILWAY AND MINING CONCESSION IN SHANTUNG.

I. The Chinese Government sanctions the construction by Germany of two lines of railway in Shantung. The first will run from Kiaochow and Tsinan-fu to the boundary of Shantung province via Wei-hsien, Tsinchow, Pashan, Tsechuen, and Suiping. The second line will connect Kiaochow with Chinchow whence an extension will be constructed to Tsinan through Laiwu-hsien. The construction of this extension shall not be begun until the first part of the line, the main line, is completed, in order to give the Chinese an opportunity of connecting this line in the most advantageous manner with their own railway system. What places the line from Tsinan-fu to the provincial boundary shall take in *en route* is to be determined hereafter.

II. In order to carry out the above-mentioned railway work a Chino-German Company shall be formed, with branches at whatever places may be necessary, and in this company both German and Chinese subjects shall be at liberty to invest money if they so choose, and appoint directors for the management of the undertaking.

III. All arrangements in connection with the works specified shall be determined by a future conference of German and Chinese representatives. The Chinese Government shall afford every facility and protection and extend every welcome to representatives of the German Railway Company operating in Chinese territory. Profits derived from the working of these railways shall be justly divided pro rata between the shareholders without regard to nationality. The object of constructing these lines is solely the development of commerce. In inaugurating a railway system in Shantung, Germany entertains no treacherous intention towards China, and undertakes not to unlawfully seize any land in the province.

IV. The Chinese Government shall allow German subjects to hold and develop mining property for a distance of thirty li from each side of these railways, and along the whole extent of the lines. The following places where mining operations may be carried on are particularly specified along the northern railway from Kiaochow to Tsinan, Weihsien, Pa-shan-hsien and various other points; and along the Southern Kiaochow-Tsinan-Chinchow line, Chinchow-fu, Laiwuhsien, etc. Chinese capital may be invested in these operations, and arrangements for carrying on the work shall hereafter be made by a joint conference of Chinese and German representatives. All German subjects engaged in such works in Chinese territory shall be properly protected and welcomed by the Chinese authorities, and all profits derived shall be fairly divided between Chinese and German shareholders according to the extent of the interest they hold in the undertakings. In trying to develop mining property in China, Germany is actuated by no treacherous motives against this country, but seeks alone to increase commerce and improve the relations between the two countries.

If at any time the Chinese should form schemes for the development of Shantung, for the execution of which it is necessary to obtain foreign capital, the Chinese Government, or whatever Chinese may be interested in such schemes, shall, in the first instance, apply to German capitalists. Application shall also be made to German manufacturers for the necessary machinery and materials before the manufacturers of any other Power are approached. Should German capitalists or manufacturers decline to take up the business, the Chinese shall then be at liberty to obtain money and materials from sources of other nationality than German.

This convention requires the sanction of His Majesty the Emperor of China and His Majesty the Emperor of Germany. When the sanction of His Majesty the Emperor of China reaches Berlin the Agreement approved by His Majesty the Emperor of Germany shall be handed to the Chinese Ambassador. When the final draft is agreed to by both parties four clean copies of it shall be made, two in Chinese and two in German, which shall be duly signed by the Chinese and German Minister at Berlin and Peking. Each Power shall retain one Chinese copy and one German copy, and the Agreement shall be faithfully observed on either side.

Dated the fourteenth day of the second moon of the twenty-fourth year of Kuang-Hsu (6th March, 1898.)

CANTON-KOWLOON RAILWAY.

AGREEMENT BETWEEN THE WAI-WU-PU (BOARD OF FOREIGN AFFAIRS OF THE CHINESE GOVERNMENT) AND THE BRITISH AND CHINESE CORPORATION LIMITED, FOR THE ISSUE AND REGULATION OF A LOAN FOR THE CONSTRUCTION OF A RAILWAY FROM THE CITY OF CANTON TO THE BOUNDARY OF THE KOWLOON LEASED TERRITORY UNDER BRITISH CONTROL (HEREINAFTER CALLED THE RAILWAY).

This Agreement is made at Peking on the 23rd day of the first month of the 33rd year of Kwang Hsu, corresponding to the 7th day of March 1907, and the contracting parties are:—

The Wai-Wu-Pu acting under the authority of an Imperial Decree, of the one part, and the British and Chinese Corporation Limited (hereinafter called the Corporation), of the other part.

Whereas a preliminary agreement was made on the 28th March, 1899, between H. E. Sheng, Director-General of the Imperial Chinese Railway Administration, acting under the authority of the Tsung-Li Yamen, of the one part, and the British firm of Jardine, Matheson & Company, for themselves and on behalf of the Hongkong and Shanghai Banking Corporation, representing as Joint Agents the Corporation, of the other part, and it was part of the objects thereof that the terms of another preliminary agreement signed by the same contracting parties on the 13th May, 1898, should be thereby adopted as a preliminary agreement for the construction and working of a Railway from the city of Canton to the boundary of the Kowloon leased territory under British control, subject, however, as far as might be practicable, to the terms and conditions thereafter agreed to in the final contract for the Shanghai-Nanking Railway when signed and ratified.

Now it is hereby agreed by and between the parties hereto as follows:—

Article 1.—The Corporation agrees to issue, on behalf of the Imperial Chinese Government, a sterling loan (hereinafter referred to as "the loan") for the amount of £1,500,000 on the terms and conditions hereinafter contained. Imperial Chinese Government bonds are to be issued for the entire amount, similar to the bonds of the Shanghai-Nanking Railway, with the Railway as first mortgage security therefor. The loan shall be in one issue and the price agreed upon is 94 per cent. of the nominal value, subject to the other provisions of this Article as hereinafter stated. The

interest on the bonds shall be at the rate of 5 per cent. per annum on their nominal value, payable half-yearly, on the first day of June and the first day of December, and shall be calculated from the date of their sale to the public.

The loan shall be issued to the public as soon as possible after signing this Agreement, but, if at the date of signature thereof, owing to an unfavorable state of the market rendering the issue of the loan and the payment of its proceeds to the Viceroy of Canton impossible on the terms above named, then in such case the Corporation shall thereafter, at such time as the Chinese Government may decide within a period not exceeding eight (8) months, issue the loan and pay the proceeds thereof to the Viceroy, deducting and retaining six (6) points from the rate at which the loan is actually issued to the public, whatever that rate may be (*i. e.* if the issue price be 101 the Viceroy will receive 95, and so on).

Subject to the provisions of Article 16, the duration of the loan is fixed at thirty (30) years commencing from the date of the signature of this Agreement, but no interest shall be paid on any bonds which may be redeemed or cancelled under the terms hereinafter mentioned after the redemption or cancellation thereof.

On the face of each of these bonds shall be expressed the value thereof in the sum of £100, or in such different amounts as the Chinese Minister in London, in consultation with the Corporation, may sanction.

It is understood that the Chinese Government may hereafter, in its discretion, appoint a Director-General of the Railway, upon whom, in such case, will devolve all the powers, functions and responsibility herein attributed to the Viceroy of Canton (hereinafter called the Viceroy).

Article 2.—The proceeds of the loan are to be used in the construction and equipment of the Railway, and in paying interest on the loan during the course of construction.

The Railway, being the first mortgage security for the loan, shall be built and equipped under the direction of the Viceroy, in accordance with the provisions of Article 6 hereinafter, and shall be built as economically as possible in accordance with the best modern system.

It is understood that the Viceroy will secure all the necessary land for the Railway, and will give the necessary instructions to expedite and facilitate the work of construction. The Railway will be built in the first instance as a single line, but provision will be made, with the approval of the Viceroy and wherever necessary to meet traffic requirements, for the eventual construction of a double line.

If, during the time of construction, the proceeds of the loan, together with the accrued interest thereon, payable by the Corporation, should, after the deduction of the sums necessary for the payments of interest on the loan, be insufficient to complete the construction of the Railway, the amount of the deficiency shall either be provided from the Chinese Government's own resources or by a supplementary loan to be hereafter issued by the Corporation, the interest and other conditions of which supplementary loan shall be arranged when the time arrives, having due regard to the conditions of the money market.

When the Railway is complete, if there is a surplus from the sale of bonds, the said surplus shall be at the disposal of the Chinese Government either to redeem the bonds in accordance with the terms of this Agreement, as hereinafter stated, or to be placed on deposit with the Hongkong and Shanghai Banking Corporation, for the purpose of paying interest on the loan, or for other purposes beneficial to the Railway, in regard to which the Viceroy will communicate in due course with the Corporation.

In all matters relating to the construction of the Railway it is expressly agreed that particular heed shall be paid to the opinions and habits of the Chinese people, and that, when practicable, Chinese shall be employed in positions of trust and responsibility in connection with the Railway.

In regard to earthwork, or such other work as Chinese are competent to perform, contracts shall be entered into for such work with Chinese, under the sanction of the Head Office, and the work itself shall be carried out in accordance with plans and specifications of the Engineer-in-Chief and under his supervision.

Detailed plans and estimates of cost, whether of the respective sections of the Railway, or of any alterations of the same, are to be submitted for the approval of the Viceroy, by the Engineer-in-Chief through the Managing Director.

Article 3.—The loan shall be secured by mortgage, declared to be now entered into in equity by virtue of this Agreement, and shall, as soon as possible hereafter, be secured by a specific and legal first mortgage in favor of the Corporation upon all lands, materials, rolling stock, buildings, property and premises, of every description purchased or to be purchased for the Railway, and on the Railway itself, as and when constructed, and on the revenue of all descriptions derivable therefrom.

The provisions of this Article in respect of the mortgage are to be construed and treated as equivalent in purport and effect to a mortgage, customarily executed and delivered in England to a Trustee, for the purpose of securing loans and bond issues upon Railway properties in foreign countries.

Article 4.—It is hereby agreed that in six (6) months after this Agreement is signed, the Corporation shall provide the amount necessary to proceed with the detailed survey of the Railway, and for preliminary construction work if necessary, whether this amount comes from the sale or hypothecation of the bonds, or from advances made, provided that bonds for the required amount shall have been executed and delivered to the Corporation. If, after expiration of eight (8) months from the date of ratification hereof, the work of construction shall not have been begun on the Railway, this Agreement is to become null and void, but if failure to commence construction be due to any cause of *force majeure*, a reasonable extension of this time-limit shall be arranged between the Viceroy and the Corporation.

Of the proceeds realized from the sale of the bonds, after deducting so much of them as may be required to be kept in England for the purchase of materials and the payments of contracts there, or for repayment of advances, such amounts as may be estimated and certified to by the Engineer-in-Chief to the Viceroy through the Managing Director, as being actually required for the construction of any particular section of the Railway, may be ordered by the Viceroy, after consideration, to be transferred to Hongkong to be kept in the Hongkong and Shanghai Bank, and place to the credit of the construction account of the Railway for the exclusive purpose of constructing the Railway in the manner herein provided for under the supervision of the Head Office and the Viceroy.

On each occasion of a remittance being made to China, the amount realized in Sycee will be reported to the Viceroy, and any portion which may not be required shall be placed at interest. Similarly, the balance in England shall be placed at interest, to be allowed at the usual rate.

The accounts of the money spent from time to time in England, and of the money transferred to the credit of the construction and other accounts for use in China, are to be submitted quarterly to the Head Office for report to the Viceroy, for the information of the Waiwupu, and for his further report to the Board of Revenue, and the Board of Communications, for record therein, after such accounts have been approved and signed by him.

Article 5.—As to the form of the bond, it is to be agreed upon by the Viceroy, or by the Chinese Minister in London and the Corporation, as soon as possible after the signature of this Agreement, but if, hereafter, the money markets in London or other countries require any modification of the form of the bond, except in anything that affects the amount of the loan and the liability of the Chinese Government, which are not to be touched at all, such slight modifications may be made to meet the views of the money markets by the Corporation in consultation with the Chinese Minister in London.

Any modifications are to be reported at once by the Corporation to the Viceroy for the approval of the Waiwupu.

The bonds are to be engraved entirely in the English language, and shall bear the facsimile of the signature of the Viceroy and of his seal of office, in order to dispense with the necessity of signing them all in person, but the Chinese Minister in London shall, previous

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VIEW OF KOWLOON END OF HONGKONG KOWLOON SECTION WITH WORKING PLANT

to the issue of any Bonds, put his seal upon each bond with a facsimile of his signature, as a proof that the issue and sale of the bonds are duly authorized and binding upon the Chinese Government.

Such bonds are to be numbered consecutively; and as many bonds as may be needed are to be properly engraved under the supervision of the Corporation; and after they are sealed by the Chinese Minister in London, as hereintofore provided, are to be countersigned by the Corporation.

All expenses for the engraving, safe deposit, and sale of the bonds are to be borne by the Corporation.

Article 6.—When the work of construction is ready to begin, the Viceroy will establish a Head Office at Canton for the construction and management of the Railway. This Office will be under the direction of a Chinese Managing Director (appointed by the Viceroy) with whom will be associated a British Engineer-in-Chief, and a British Chief Accountant. These British employés shall be proposed and certified as competent for their posts, by the Corporation, and shall be approved by the Viceroy; if their services should prove unsatisfactory to the Viceroy, he shall request the Corporation to dispense with their services and to nominate their successors, and, in the event of the Corporation desiring to remove them for good cause, it shall do so in consultation with the Viceroy. It is understood that the duties performed by these employés are intended to promote the mutual interests of the Chinese Government and the bondholders respectively, and it is therefore agreed that all cases of difference arising therefrom shall be referred for amicable adjustment between the Viceroy and the Representative of the Corporation. The salaries and other terms of agreement of the Engineer-in-Chief and the Chief Accountant shall be proposed by the Corporation, for approval by the Viceroy; and the amount of their salaries, etc., shall be paid out of the general accounts of the Railway.

For all important technical appointments on the Railway Staff, Europeans of experience and ability shall be engaged, and wherever competent Chinese are available they shall also be employed. All such appointments shall be made, and their functions defined, by the Managing Director and the Engineer-in-Chief in consultation, and shall be submitted for the Viceroy's approval; similar procedure shall be followed in the case of Europeans employed in the Chief Accountant's department. In the event of the misconduct, or the incompetency of European employés, their services may be dispensed with by the Managing Director, after consultation with the Engineer-in-Chief, and subject to the sanction of the Viceroy. The form of agreements made with European employés shall conform to the usual practice.

The accounts of the receipts and the disbursements of the Railway's construction and operation shall be kept in Chinese and English in the Department of the Chief Accountant, whose duty it shall be to organize and supervise the same, and to report thereon for the information of the Viceroy through the Managing Director, and of the Corporation. All receipts, and payments, shall be certified by the Chief Accountant and authorized by the Managing Director.

For the general technical staff of the Railway the necessary arrangements shall be made by the Managing Director in consultation with the Engineer-in-Chief, and reported to the Viceroy in due course.

The duties of the Engineer-in-Chief shall consist in the efficient and economical construction and maintenance of the Railway, and the general supervision thereof in consultation with the Managing Director. He shall always give courteous consideration to the wishes and instructions of the Viceroy, whether conveyed directly or through the Managing Director, and shall always comply therewith, having at the same time due regard to the efficient construction and maintenance of the Railway.

A school for the education of Chinese in railway matters shall be established by the Managing Director, subject to the approval of the Viceroy.

Article 7.—Under the provisions of Article 3 of this Agreement the properties covered by the first mortgage security hereby created include the Railway, its property and equipment, and the mortgage is to be executed by a deed in the form contemplated by the said Article. But subject to the guarantee and mortgage thus given by the Chinese Government, it is hereby declared that this Railway is in fact a Chinese property.

All land that may be required along the whole course of the Railway within survey limits, and for the necessary sidings, stations, repairing shops and car sheds, to be provided for in accordance with the detailed plans now made, or hereafter to be made by the Engineer-in-Chief, and approved by the Viceroy, shall be acquired by the Viceroy at the actual cost of the land, and shall be paid for out of the proceeds of the loan.

The title deeds of the land for the Railway and all other lands shall be free from all encumbrances and entanglements, and shall, from time to time, as soon as secured, be registered in the name of the Railway.

Notices of all purchases of lands for the Railway within the survey limit (together with corresponding title deeds) are to be transmitted by the Railway Head Office under the direction of the Viceroy to the local Agent of the Corporation for record and preservation in its office in Hongkong, and for the purpose of establishing the first mortgage security until the time when the same are to be returned to the Viceroy, as hereinafter in this Article provided.

All lands, the title deeds of which are lodged with the Corporation as part of the first mortgage security of the loan, shall not be disposed of in any way by hire, lease, or sale, to any party, for any purpose whatsoever, without the written consent of the Viceroy, except only in the event of the Imperial Chinese Government failing to pay the interest or principal of the bonds, and then in accordance with the powers in the deed of mortgage.

The lands thus bought shall be free from all encumbrances, liabilities, and entanglements, and shall be conveyed by full and sufficient deeds of assignment according to Chinese law, all of which are to be kept and recorded in the Hongkong Office of the Corporation, and are to be held by it as a first mortgage security for the bonds under the provisions of this Agreement, until such time as principal and interest of the bonds, together with all indebtedness, shall have been paid off, when the same shall then be returned to the Viceroy, except only in the case of the Imperial Chinese Government's failure to pay the interest or principal of the bonds and consequent realization under the powers of the mortgage security.

For the proper protection of the first mortgage security the Chinese Government undertakes that until the bonds shall have been redeemed, no part of the lands comprised in the mortgage security or the Railway with its appurtenances shall be transferred or given to another party, or shall be injured, and that the rights of the first mortgage shall not be in any way impaired, unless with the consent in writing of the Corporation, which shall only be given if in the opinion of the Corporation the interests of the bondholders will not be affected.

And further, that until the interest and principal of the loan and all the indebtedness shall have been paid off, or unless with the express consent in writing of the Corporation, the Chinese Government or the Viceroy shall not again mortgage the above properties to another party whether Chinese or foreign.

During the period of this Agreement no special taxes shall be levied by the Chinese Government on the Railway, its appurtenances, or earnings: but all taxes at present payable, such as land tax, as well as any taxes which the Chinese Government may hereafter institute, such as stamp duty, etc., and which may be applicable generally to all commercial transactions in China, shall also apply in the case of the Railway and its operations.

Article 8.—It is agreed that if the half-yearly interest on the bonds is not paid on any due date thereof, or if the principal of the loan be not paid in accordance with the amortisation schedule hereto attached, the whole Railway with all its appurtenances herein mortgaged to the Corporation for the bondholders, shall be handed over to the Corporation to be dealt with by it according to law in such manner as will ensure the proper protection of the interests of the bondholders, provided, however, that if the failure to make payment at any one date be due to causes beyond the control of the Chinese Government, and if the Viceroy request the Corporation to postpone the taking over of the Railway for a reasonable period of grace, the question shall be amicably discussed and decided between the Viceroy and the Representative of the Corporation. When the whole loan and the interest due thereon and all the indebtedness shall have been paid off, the Railway with all its appurtenances in good working condition shall revert to the possession and management of the Chinese Government according to the provisions of this Agreement.

Article 9.—As remuneration for all services rendered by the Corporation, during construction of the Railway, the Corporation shall receive the sum of £35,000, half of which shall be paid when the construction work is half completed, but not later than eighteen (18) months after commencement of construction, and the other half upon completion of the line. This amount shall be regarded as a commutation of all commissions to which the Corporation and its Agents would properly be entitled, and of payments of all services rendered in the construction and equipment of the Railway, in respect of the present loan; but in the event of any branch lines being decided upon by the Chinese Government for construction in connection with this Railway, and if the Chinese Government, decide to build the same by issue of a foreign loan and not from its own resources, then the Corporation shall have the first option of tendering for such loan, and a further payment proportionate to the amount of such supplementary loan, and calculated at the same rate as the commutation hereinabove mentioned, shall be made to the Corporation as commutation of its commission for all services in respect of construction.

In return for this commuted commission, the Viceroy is entitled to require the Corporation to superintend the purchase of all materials required for the construction and equipment of the Railway, which shall be purchased in the open market at the lowest rate obtainable, it being understood that all such materials shall be of good and satisfactory quality. At equal rates and qualities, goods of British manufacture shall be given preference over other goods of foreign origin. Invoices and inspector's certificates are to be submitted to the Viceroy.

With a view to encouraging Chinese industries, Chinese Government and other materials are to be preferred, provided price and quality are suitable.

No commission shall be allowed to the Corporation on the purchase of materials except as above provided. All trade discounts or rebates, if any, are, during construction, to go to the construction account, and, after completion, to the credit of the Railway.

Article 10.—In the construction of the line, in the working of the Railway and in the performance of the different kinds of business connected with the Railway, no interference or obstruction by Chinese or foreigners will be permitted. The Chinese Government will provide protection for the Railway while under construction or when in operation, and all the properties of the Railway, as well as Chinese and foreigners employed thereon, are to enjoy the utmost protection from the local officials.

The Railway may maintain a force of Chinese police with Chinese officers, their wages and maintenance to be wholly defrayed as part of the cost of the construction and maintenance of the Railway. In the event of the Railway requiring further protection by the military forces of the Imperial or Provincial Governments, the same will be duly applied for by the Head Office and promptly afforded, it being understood that such military forces shall be maintained at the expense of the Government or the Province.

Article 11.—All receipts and earnings of the Railway shall be regularly paid into the Railway's account with the Hongkong and Shanghai Banking Corporation, and on such funds, whether on daily balance or on fixed deposit, the Bank's usual rate of interest shall be allowed.

All expenses of working and maintaining the line shall be paid from the receipts and earnings, and any remainder thereof shall be charged with the service of the loan. If, after payment of these expenses, and making due provision for payment of interest at 5 per cent. per annum on the bonds, and for repayments of principal due in accordance with the amortisation schedule hereto attached, there remain surplus funds unappropriated and properly available for other purposes, such funds shall be at the disposal of the Chinese Government to be used in such manner as the Viceroy may decide, provided always that after completion and opening of the line to traffic the amount sufficient for regular payments of interest and repayments of principal shall be deducted from such surplus funds, if any, and shall be deposited with the Hongkong and Shanghai Banking Corporation six months before the date at which such payments fall due.

In the event of there being no surplus funds available as aforesaid from the earnings of the Railway, the amount required for payments of interest and repayments of principal shall be provided in accordance with the conditions of Article 14 hereinafter.

Article 12.—The Corporation are hereby appointed Trustees for the bondholders, and in any future negotiations respecting these loans, or matters arising in connection therewith, which may take place between the Viceroy and the Corporation, the Corporation shall be taken as representing the bondholders, and as such empowered to act on their behalf. In view of the fact that the Corporation's responsibility to the bondholders continues after construction, whereas, as stated in Article 9, its commuted commission for services rendered is limited to the period of construction, and the Corporation is not thereunder entitled to any further remuneration during the period of the loan, the Corporation shall receive as remuneration for its services and responsibility in acting as Trustees for the bondholders the sum of £1,000 per annum, such remuneration to commence from the date of issue of this Loan and to terminate upon its complete redemption.

Article 13.—All materials of any kind that are required for the construction and working of the Railway, whether imported from abroad or from the provinces to the scene of the work, shall be exempted from likin so long as such exemption remains in force in respect of other Chinese Railways. The bonds of this loan, together with their coupons and the income of the Railway, shall be free from imposts of any kind by the Government of China.

Article 14.—It is agreed that during the time of the construction of the Railway, the interest on the bonds and on any advances made by the Corporation is to be paid from the proceeds of the loan. The accruing interest from any proceeds of the loan not used during the period of construction, and the earnings derived by the Chinese Government from the working of any sections of the Railway as they are built, are to be used to make up the amount required for the payment of the said interest, and if any deficiency remains it is to be met from the proceeds of the loan.

When the construction of the Railway is wholly completed, the interest on the bonds is to be paid, from the income or earnings of the Railway received by the Chinese Government, every half-year on the first day of June and the first day of December.

It is hereby agreed that the amount required for the payment of interest and the repayment of principal, together with a sum of one-quarter of one per cent. on such amounts, to cover commission to the Hongkong and Shanghai Banking Corporation, who are hereby appointed Agents for the entire service of repaying the loan, shall be paid to them fourteen (14) days before the due dates in Hongkong or in Canton (at the option of the Viceroy when settling exchange) in local currency sufficient to meet such payments in sterling in London, exchange for which shall be settled with the Hongkong and Shanghai Banking Corporation, the Viceroy having the option of settling exchange at any date or dates within six (6) months previous to any due date for the repayment of interest and principal.

The Chinese Government unconditionally undertakes, and hereby promises, to pay the principal of the loan and the interest on the loan on the due dates fixed therefor. If, at any time, the earnings of the Railway together with funds available from the proceeds of the loan, are not sufficient to meet the interest on the bonds and the repayment of capital in accordance with the amortisation schedule hereto attached, the Viceroy shall devise means for supplying the deficiency; and should his inability to do so appear probable, he shall memorialise the Government to take measures to make up the deficiency from other sources, and thus be ready to pay off the indebtedness, so that the required amount may be placed in each case at least fourteen days previous to the due dates of such payments in the hands of the Hongkong and Shanghai Banking Corporation.

Article 15.—The Corporation may, subject to all its obligations, transfer or delegate all or any of its rights, powers, and discretions to its successors or assigns, but the Corporation, which is a Corporation formed under English law, shall not transfer its rights under this Agreement to any other nation, or people of any other nationality, except British or Chinese. Similarly, the Chinese Government's rights and authority under this Agreement shall not be transferred to persons of other nationality.

It is further understood that the Chinese Government will not build another line competing with this Railway to its detriment.

Article 16.—The term of the loan, as stated in Article 1, shall be thirty (30) years. Repayment of principal shall commence after the expiry of 12½ years from the date of the loan and shall be completed in 17½ years by yearly payments to the Hongkong and Shanghai Banking Corporation as Agents for the service of the loan, acting for the Corporation under the terms of this Agreement, in accordance with the amortisation schedule hereto attached.

If at any time after the expiry of 12½ years from the date of the loan, the Imperial Chinese Government should wish to redeem the outstanding amount of the loan, or any portion of it, not yet due under the provisions of the amortisation schedule hereto attached, not less than six months' notice shall be given in writing by the Viceroy to the Representative of the Corporation, declaring the number of additional bonds so required to be redeemed, whereupon the Representative of the Corporation shall immediately proceed to make such arrangements as may be necessary and usual for the redemption of the number of bonds specified, which, when duly redeemed after payment by the Imperial Chinese Government of the proper amount due thereon, shall be cancelled and delivered to the Viceroy.

All bonds thus redeemed, in excess of the amount specified in the amortisation schedule hereto attached, before the expiry of 25 years from the date of the loan, shall be paid for with a premium of 2½ per cent. over their face value (*i. e.* £102, 10s. will be required to pay for £100), but, after 25 years, bonds may be redeemed over and above the amounts specified in the schedule without premium, upon notice being given in the manner above specified.

As soon as the loan has been completely redeemed, this Agreement shall become null and void and the mortgage shall be cancelled.

Article 17.—If, during construction, any proceeds of the sale of the bonds are lying unused and bearing interest on their deposit whilst the construction of the Railway is going on, such interest is to be credited to the general account of the Railway in order that the Railway may enjoy the full advantage thereof.

It is also agreed that, if the Corporation shall think it expedient before the sale of any of the bonds to advance any money for the work, such advances, together with the interest thereon, not exceeding a charge of 6 per cent. per annum, shall be deducted from the proceeds of the sale of the bonds.

Article 18.—The junction of the sections of the Railway from Canton to the boundary of the Kowloon leased territory under British control, and from the said boundary to the port of Kowloon respectively, and the subsequent joint working of the two sections, shall be arranged by agreement between the Viceroy of Canton and the Governor of Hongkong.

Article 19.—This Agreement is signed under the authority of an Imperial Edict dated ____, which has been officially communicated to the British Minister in Peking by the Wai-wu-pu.

Article 20.—This Agreement is executed in quintuplicate in English and Chinese, one copy to be retained by the Viceroy, one by the Wai-wu-pu, one by the Board of Communications, one by the British Minister, and one by the Corporation; and should any doubt arise as to the interpretation of the Agreement the English text shall be accepted as the standard

Signed at Peking by the contracting parties, this 23rd day of the first month of the 33rd year of the Emperor Kwang Hsu, being the 7th day of March, 1907.

Seal of Wai-wu-pu.
Signature of TANG SHAO-YI.

Witnessed by Canton Viceroy's Delegates, TAO-TAIS KUNG and HU.

For the British and Chinese Corporation,
J. O. P. BLAND.

Representative in China.

Witnessed by—

MESSRS. JARDINE, MATHESON & Co., and H. S. GARDNER, Agent, H. & Sh. Bkg. Corporation.

Joint Agents, B. & C. Corporation.

FAR EASTERN STOCKS AND QUOTATIONS

Courtesy of Messrs. Kadoorie & Co., Hongkong, for August, 1908.

STOCK.	WHEN ESTABLISHED	CAPITAL	NO. OF SHARES	VALUE	PAID UP	RESERVE	AT WORKING ACCOUNT	DATE	LAST DIVIDEND.	Approximate Yield per cent per annum at Present Quotation.*	CLOSING QUOTATION
BANKS.											
Hongkong & Shanghai Banking Corporation	1865	$15,000,000	120,000	$125	$125	*g* £1,500,000; *s* $14,000,000; *i* $250,000	$2 005,774	30-6-08	Interim of £2 for first half year—@ ex 1|9⅞=$21.942.	6	$750 ex div. £80
National Bank of China, Ld.	1891	£699,475	10) 99,925	£7	£6	*c* £4,009 $150,000	$10,223	31-12-07	$2 (London 3|6) for 1903	....	$50
MARINE INSURANCES.											
Canton Insurance Office, Ld.	1881	$2,500,000	10,000	$250	$50	$1,560,000; *j* $219,058; *u* $401,959	Nil.	31-12-06	$20 for 1906	9	$220
North China Insurance Co., Ld.	1963	£150,000	10,000	£15	£5	*g* £125,000; *s* Tls. 100,000; *f* Tls. 48,942	Tls. 204,424	30-6-07	Interim of 7|6 ex 2|5¾ for 1907	6	Tls. 78 buyers
Union Ins. Society of Canton, Ld.	1867	$3,100,000	12,400	$250	$100	*s* $3,000,000; *g* £99,000; *f* $302,478; *j* £129,695; *u* $727.649	$2,506,011	31-12-07	Final of $15 making $45 for 1906, and interim of $30 for account 1907	6	$745
Yangtsze Ins. Association, Ld.	1862	$1,200,000	12,000	$100	$60	$1,000,000; *j* $199,032; *f* $85,157	$591,763	31-12-07	$12 and bonus $3 for 1906	9	$167 buyers
FIRE INSURANCES.											
China Fire Ins. Co., Ld.	1870	$2,000,000	20,000	$100	$20	$1,000,000; *x* $346,097; *f* $13,802	$372,432	31-12-07	$6 and bonus $2 for 1906	8½	$92½ buyers
Hongkong Fire Ins. Co , Ld.	1868	$2,000,000	8,000	$250	$50	$1,323.941	$428,047	31-12-07	$27 for 1906	8½	$315 buyers
SHIPPING.											
China & Manila Steamship Co., Ld	1882	$750,000	1) 30,000	$25	$25	$7,000	$1.035	31-12-07	$1 for 1906	....	$15
Douglas Steamship Co., Ld.	1883	$1,000,000	20,000	$50	$50	$264,638; *i* $96,988	Nil.	30-6-07	$4 for year ended 30-6-07	10½	$38
Hongkong, Canton & Macao Steamboat Co., Ld.	1865	$1,200,000	80,000	$15	$15	*e* $250,000; *d. i.* $587,500; *f* $ 81,766; $ 17,655	$17,755	30-6-08	$1½ for first half year ending 30-6-08	8¼	$27½ sales
Indo-China Steam Navigation Co., Ld. (Preferred)	1882	*m* £600,000	2) 60,000	£5	£5	£10,000; *i* £240,000	£13,75	31-12-07	6|- for 1907 on pref. shares only at ex. 1|9 11|16, $3.54	5¾	$35
Do. Do. (Deferred)			2) 60,000								$20
Shanghai Tug & Lighter Co., Ld.	1903	Tls. 1,500,000	20,000	Tls. 50	Tls. 50	Tls. 75,000	Tls. 14,510	31-12-07	Interim of Tls. 1¾ for % 1908	7½	Tls. 47 sellers
Do. Preference			10,000							7	Tls. 51 buyers
"Shell" Transport & Trading Co., Ld.	1898	£ 2,000,000	2,000,000	£1	£1	£720,000; *i* £100,000	£63,817	31-12-07	Final of 1|- (Coupon No. 10) making in all 3|- for 1907 and Interim of 1|- for % 1908 (Coupon No. 11)	6	44|-
"Star" Ferry Co., Ld.	1898	$200,000	10,000	$10	$10	$65,000; *i* $47,221	$98	30-4-08	$1.00 / 50 cts. for year ended 30-4-08	4	$25
	1900		*10,000*	$10	$5					3½	$15
Taku Tug & Lighter Co., Ld.	....	Tls. 1,500,000	12) 30,000	Tls. 50	Tls. 50	Tls. 140,000; *d* Tls. 609,255; *e* Tls. 100,000; *i* Tls. 116,000; *q* Tls. 17,142	Tls. 6,869	31-12-07	Final of Tls. 2½ making Tls. 5 for 1907	11	Tls. 45 buyers
REFINERIES.											
China Sugar Refining Co., Ld.	1878	$2,000,000	20,000	$100	$100	*o* $32,538; *e* $450,000; *r* $56,848	*Dr.* $279,371	31-12-07	$8 for year ending 31-12-06	....	$130
Luzon Sugar Refining Co., Ld.	1882	$700,000	7,000	$100	$100	none	*Dr.* $135,132	31-12-07	$3 for 1897	....	$ 22
Perak Sugar Cultivation Co., Ld.	....	Tls. 350,000	7,000	Tls. 50	Tls. 50	Tls. 100,000	Tls. 9,173	31-8-07	Tls. 4. (8%) for year ending 31-8-06	....	Tls. 92½ sellers
MINING.											
Chinese Engineering & Mining Co., Ld.	1901	£1,000,000	1,000,000	£1	£1	*d* £150,000; *h* £12,289	£11,556	28-2-07	Interim of 1|6 (Coupon No. 10) for a|c 1908	7½	Tls. 15½ buyers
Raub Australian Gold Mining Co., Ld	1892	£200,000	150,000	£1	18-10	£4,873	*Dr.* £2,191	31-3-08	No. 12 of 1|- = 48 cents	....	$7¼
			50,000	£1	£1						
DOCKS, WHARVES AND GODOWNS.											
Fenwick (Geo.), & Co., Ld.	1889	$450,000	*z* 18,000	$25	$25	$53,601	$3,726	31-12-07	$1¾ for year ending 31-12-06	....	$13
Hongkong & Kowloon Wharf & Godown Co., Ld.	1886	$3,000.000	60,000	$50	$50	$550,000; *t* $26,806; *a* $40,000	$3,556	31-12-07	Final of $1½ making $3½ for 1907	7¾	$45
Hongkong & Whampoa Dock Co., Ld.	1866	$2,500,000	50,000	$50	$50	*i* $76,199; *v* $200 000	$384,847	30-6-08	Interim of $4 for % 1908	8	$100 ex div.
Shanghai Dock & Engin'g Co., Ld.	1906	Tls. 5,570,000	13) 55,700	Tls. 100	Tls. 100	Tls. 1,000,000	Tls. 33,742	30-4-08	Final of Tls. 2½ making in all Tls. 5 for year end. 30-4-08	6	Tls. 85 buyers
Shanghai & Hongkew Wharf Co., Ld.	1902	Tls. 3,600,000	36,000	Tls. 100	Tls. 100	*b* Tls. 697,257; *r* Tls. 75,000; *e* Tls. 125,000	Tls. 22,626	31-12-07	Interim of Tls. 4 for % 1908	10	Tls. 172½ buye
LANDS, HOTELS AND BUILDINGS											
Anglo-French Land Investment Co., Ld.	1906	Tls. 2,500,000	3) 25.000	Tls. 100	Tls. 100	Tls. 25,000	Tls. 6,531	29-2-08	Tls. 6 for year ending 29-2-08	6	Tls. 101 sales
Astor House Hotel Co., Ld.	1901	$750,000	4) 30 000	$25	$25	$30,000	*Dr.* $4,200	30-6-08	$2½ for year ending 30-6-07	....	$18 sellers
Astor House Hotel, Ld. (Tientsin)	....	Tls. 200,000	4,000	Tls. 50	Tls. 50	Tls. 35,000; *e* Tls. 10,000	Tls. 1,013	28-2-0	20 per cent. for 1906	....	Tls. 60
Central Stores, Ld.	....	$751,845	16) 50,123	$15	$15	*n.* $1.000	$9,178	31-12-06	$1.80 for 1906	....	$12 sellers
Hongkong Hotel Co., Ld.	1866	$600,000	12,000	$50	$50	$648,975; *r* $7,000	$252,	31-12-07	Final of $3½ making $7½ for 1907	9½	$80
Hongkong Land Investment & Agency Co., Ld.	1889	$5.000,000	50.000	$100	$100	*e* $250,000	$36,915	31-12-07	Interim of $3½ for a|c 1908	7½	$94
Humphreys' Estate & Finance Co., Ld.	1887	$1,500,000	150,000	$10	$10	*i* $217,426; *e* $50,000	$4.621	31-12-07	70 cents for 1907	7	$10 sellers

FAR EASTERN STOCKS AND QUOTATIONS—(CONTINUED.)

STOCKS	WHEN ESTAB-LISHED	CAPITAL	NO. OF SHARES	VALUE	PAID UP	RESERVE	AT WORKING ACCOUNT	DATE	LAST DIVIDEND	Approximate Yield per cent. per annum at Present Quotation.*	CLOSING QUOTATIONS
Kowloon Land & Bldg. Co., Ld.	1889	$300,000	6,000	$50	$30	none	$653	31-12-07	$1¾ for 1907	7	$27
Shanghai Land Investment Co., Ld.	1888	Tls. 3,900,000	78,000	Tls. 50	Tls. 50	Tls. 1,523.045 / *e* Tls. 170,000	Tls. 107,547	31-12-07	Interim of Tls. 3 for ⅝ 1908	7	Tls. 116½ sellers
Tientsin Land Investment Co., Ld.	1902	Tls. 772,600	7,726	Tls. 100	Tls. 100	*i* Tls. 75,185	Tls. 811	31-12-07	Final of Tls. 3 making Tls. 6 for 1907	6½	Tls. 90.
West Point Bldg. Co., Ld.	1889	$625,000	12,500	$50	$50	none	$1,541	31-12-07	Interim of $2 for ⅝ 1907	9	$46
COTTON MILLS.											
Ewo Cotton Spinning & Weaving Co., Ld.	1895	Tls. 1,000,000	5) 20,000	Tls. 50	Tls. 50	Tls. 150,000 / Tls. 45,939	Tls. 8,807	31-10-07	Tls. 2½ for year ended 31-10-07	4	Tls. 63sellers
Hongkong Cotton Spinning, Weaving & Dyeing Co., Ld.	1901	$1,250,000	125,000	$10	$10	*e* $60,000	$14,269	31-7-07	50 cents for year ending 31-7-07	4½	$11
International Cotton Manufacturing Co., Ld.	1895	Tls. 750,000	6) 10,000	Tls. 75	Tls. 75	Tls. 150,000	Tls. 85,519	30-9-07	Tls. 6 for year end. 30-9-06 (8%)	....	Tls. 67 sellers
Laou-kung-mow Cotton Spinning & Weaving Co., Ld.	1895	Tls. 800,000	8,000	Tls. 100	Tls. 100	none	Tls. 6,308	31-12-07	Tls. 8 for 1906	....	Tls. 85 sellers
Soy Chee Cotton Spinning Co., Ld	1895	Tls. 1,000,000	2,000	Tls. 500	Tls. 500	*l* Tls. 28,257	Tls. 50,663	31-12-06	Tls. 50 for 1906	....	Tls. 242½ sellers
MISCELLANEOUS.											
Bell's Asbestos Eastern Agency, Ld.	1895	£5,377.10s	11) 8,604	12-6	12/6	£1,500	£648	31-12-07	1s. 10½d. for 1907=$1 037	13½	$7½ sales
China-Borneo Co., Ld.	1903	$720,000	8) 60,000	$12	$12	$25,000	Nil.	31-12-07	$1.20 for 1907	11½	$10½
China Light & Power Co., Ld.	1901	$550,000	50,000	$10	$10	none	$25,000	28-2-07	60 cents for year ending 28-2-06	....	$6½
Do. do. Special Shares	1907		17)50,000	$1	$1						
China Provident Loan & Mortgage Co., Ld.	1898	*a* $1,250,000	7) 125,000	$10	$10	$120,000	$3,593	31-12-07	80 cents for 1907	8½	$9½ buyers
Dairy Farm Co., Ld.	1896	$187,500	25,000	$7½	$6	*i* $60,000 / $5,000	$2,974	31-7-07	$1.30 for year ending 31-7-07	6½	$20
Green Island Cement Co., Ld.	1889	$4,000,000	400,000	$10	$10	$12,000	$5,078	31-12-07	Final of 75 cents making in all $1¼ for 1907	12	$10½ sales
H. Price & Co. Ld.	1907	$120,000	19) 15.000	$10	$10	$5,000	$251	31-12-07	75 cts. for 9 months endg. 31-12-07	8	$12 buyers
Hall & Holtz, Ld.	....	$420,000	14) 21,000	$20	$20	$186,000	$8,957	28-2-08	$2 for year ending 28-2-08	10½	$19 buyers
Hongkong Electric Co., Ld.	1889	$600,000	60,000	$10	$10	none	$9,321	29-2-08	$1.00 and bonus 20 cents for year ending 29-2-08	7¼	$16½ buyers
Hongkong Ice Co., Ld.	1881	$125,000	5,000	$25	$25	*k* $120,000	$4,578	31-12-07	Interim of $4 for ⅝ 1908	8	$231 ex div.
Hongkong Rope Manufacturing Co., Ld.	1883	$600,000	$60,000	$10	$10	none	$8,191	31-12-07	Interim of $1 for ⅝ 1908	8	$25
Maatschappij tot Mijn-, Bosch- en Landbouwexploitatie in Langkat	1902	Gs. 2,500,000	25,000	Glds. 100	Glds. 100	Tls. 547,500 / *i* Tls. 27,603	Tls. 17,127	31-10-06	Interim of Tls. 10 for second quarter	6	Tls. 562½ buyers
Peak Tramways Co., Ld.	1907	$750.000	25,000	$10	$10	$5.000	$ 7,471	30-4-08	80 cents on fully paid shares & 6 cents on $1 paid shares for year ending 30-4-08	6	$14
Do. (New)			50,000	$10	$1					4	$2
Philippine Co., Ld.	1904	$750,000	75,000	$10	$10	none	none	31-12-07	None	....	$8
Shanghai Gas Co., Ld.	1903	Tls. 800,000	24,000	Tls. 50	Tls. 50	*d* Tls. 100,000	Tls. 6,603	31-12 07	Final of Tls. 4 making Tls. 7½ for 1907	6¾	Tls. 113½ buyers
Shanghai-Sumatra Tobacco Co., Ld.	1902	Tls. 600,000	9) 30,000	Tls. 20	Tls. 20	Tls. 24,820 / *w* Tls. 75,000	Tls. 8,493	31-10-07	Final of Tls. 9 making in all Tls. 14 for 1907	14¾	Tls. 95
Shanghai Waterworks Co., Ld.	1881	£327,000	16,350	£20	£20	Tls. 190,000	Tls. 58,332	31-12-07	Final of 37/6 making in all 52/6 for 1907	....	Tls. 400 sales
South China Morning Post, Ld.	1903	$150,000	6,000	$25	$25	none	*Dr.* $90,237	31-8-07	None	....	$23 buyers
Steam Laundry Co., Ld.	1902	$100,000	20,000	$5	$5	none	$478	31-5-07	40 cents for year ending 30-5-07	6¾	$6
Tientsin Waterworks Co., Ld.	1901	Tls. 200,000	2,000	Tls. 100	Tls. 100	Tls. 15,259 / *e* Tls. 4,000	Tls. 201	30-4-07	Tls. 6½ for year ending 30-4-07	....	Tls. 100
Union Waterboat Co., Ltd.	1905	$500,000	15) 50,000	$10	$10	none	$111	31-12-07	50 cents for 1907	4¾	$10½
United Asbestos Oriental Agency, Ld.	1896	$100,000	10,000	$10	$4	$35,000	$1,360	31-5-07	80 cts. on 9,900 ord shares & $19.80 on 100 founders' shares for year ending 31-5-07	6¼	$13
Watson (A. S.) & Co., Ld.	1886	$900,000	90,000	$10	$10	*e* $300,000 / $25,000	$6,438	31-12-07	Final of 3% = 30 cents making in all 60 cents for year ending 31-12-07	6¼	$9½ buyers
Weismann Limited	1904	$17,500	175	$100	$100	$6,700	$13	31-7-07	10 per cent. for year endg 31 7 07.	....	$150 buyers
William Powell, Ld.	1901	$150,000	15,000	$10	$10	none	$41	30-6-07	Final of 30 cents making 80 cents for year ending June 30th 1906	....	$4 buyers

LOANS AND DEBENTURES.	AGENTS FOR THE LOAN.	AMOUNT OF LOAN.	PAR VALUE	OUTSTANDING BONDS.	WHEN PAYABLE.	CLOSING QUOTATIONS.	
China Government, 7 per cent. Silver Loan 1886 E	Hongkong & Shanghai Banking Corporation.	Tls. 767,200	Tls. 250	1914	Mar. 31st and Sept. 30th each year until Mar. 31st, 1917	par.	Plus interest
Hongkong Hotel Company, Ltd., 6 per cent. Mortgage Debentures of 1899 ‡		$500,000	$500	§ all	Half yearly, June 30th and December 31st	par	
Shanghai & Hongkew Wharf Company, Ltd., 6 per cent. Debentures of 1902		Tls. 543,900	Tls. 100	.....	Half yearly, June 30th and December 31st	Tls. 103½	
Astor House Hotel Company, Ltd., 8 per cent. Debentures of 1903		Tls. 500,000	Tls. 100	.....	Half yearly, January 1st and July 1st	102½	
Chinese Engineering & Mining Co., Ltd., 6 per cent. Debentures of 1903 †	.....	£500,000	¶	£431,960	Half yearly, June 30th and December 31st	par.	
International Cotton Manufacturing Co., Ltd. 7% Debentures of 1901	Russo Chinese Bank	Tls. 500,000	Tls. 100	||	Half yearly, March 31st and Sept. 30th	Tls. 97½.	
China Light and Power Co., Ltd. 6% Debentures of 1907 ***	.....	$500,000	$100	.....	Half yearly, June 30th and December 31st.	par.	

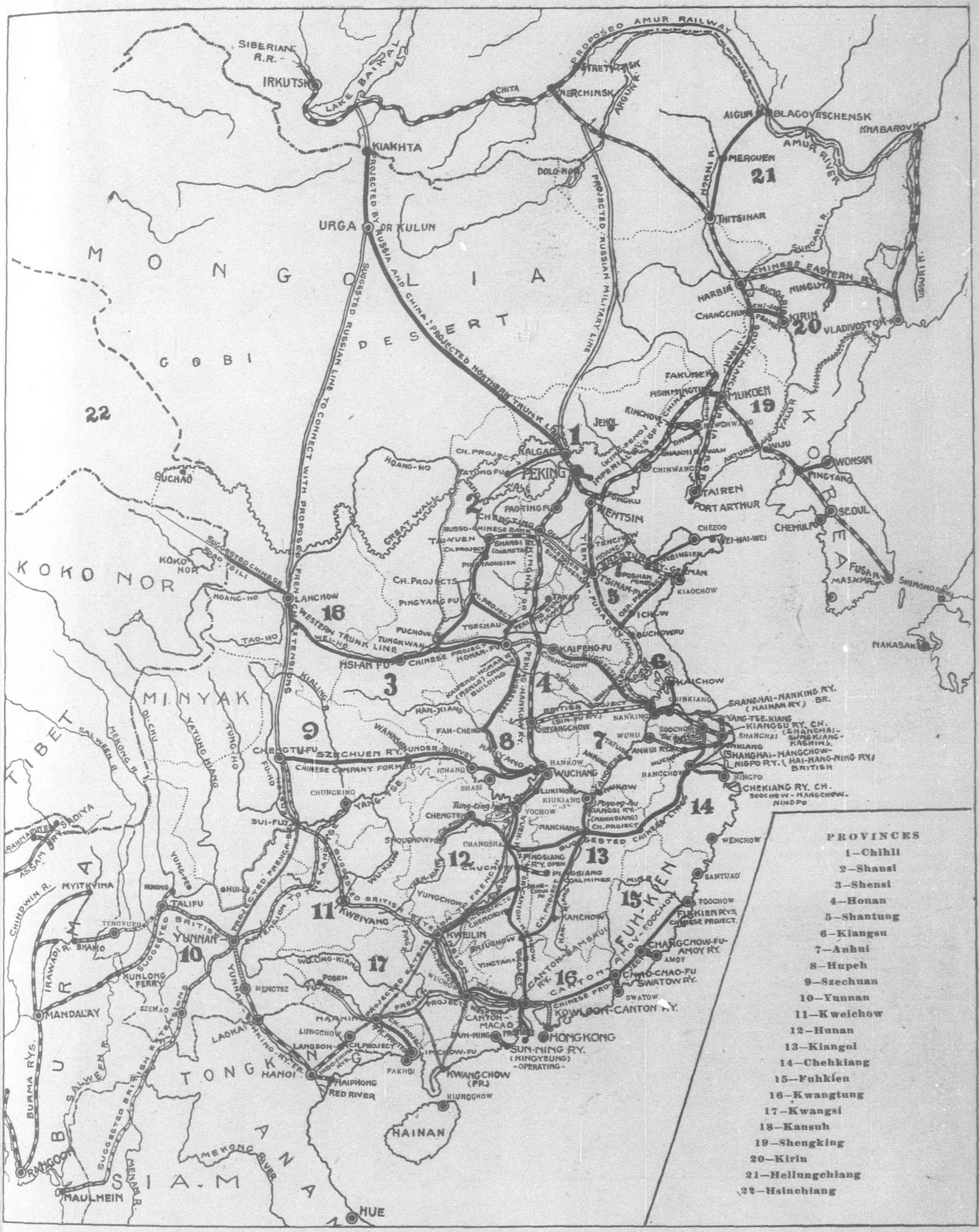
a Authorized capital $2,000,000.
b Building Reserve Account.
c Capital Reserve Fund.
d Depreciation Fund.
e Equalization of Dividend Fund.
f Exchange and Investment Fluctuation Account.
g Gold Reserve Fund
h Exchange Reserve Account.
i Insurance Fund.
j Reinsurance Fund.
k Contingencies Account.
l Legal Reserve Fund.
m Authorized Capital
n Sinking Fund.
o Raw Sugar Reserve Account.
p Premium on New Issue.
q Boiler Repairs and Renewals Account
r Repairs and Renewals Account.
s Silver Reserve Fund.
t Depreciation and Repairs Account
u Underwriting Suspense Account.
v Special account
w Special Works Fund.
x Extra Reserve Fund.
y 72,560 owned by the Company.
z 7,200 shares unissued.
1 4,000 shares unissued.
2 First issue of 60,000 of which 10,411 unallotted.
3 5,000 shares unissued.
4 4,480 shares unissued.
5 5,000 shares unallotted.
6 1,616 shares unallotted.
7 75,000 shares unissued.
8 14,000 shares unissued.
9 17,000 shares unissued.
10 40,453 shares actually issued.
11 7,688 shares actually issued.
12 4,200 shares unissued.
13 500 shares unissued.
14 399 shares unissued.
15 22,277 shares unissued.
16 10,000 shares unissued.
17 Special shares are entitled to half of the profits.
18 Capital contributed by Chinese Government. Kuping Tls. 5,000,000.
19 12.000 issued only.
* Based on last year's dividend.
** Based on present dividend.
|| Only Tls. 134,000 taken up.
§ 216 held by the Company.
¶ In certificates of £20 and £100.
‡ Redeemable in 10 years, or at option of Company, the Company giving 6 months notice.
† Redeemable at par at rate of £10,000 per annum from 31st December 1903 to 31st December 1952.
*** Redeemable at par on 30th June, 1915.
Dr. Deficit.

ADDITIONAL SHANGHAI SHARE QUOTATIONS

STOCK	CLOSING QUOTATIONS	HIGHEST AND LOWEST PRICES DURING THE WEEK	CAPITAL	NO. OF SHARES	VALUE	PAID UP	RESERVE	LAST DIVIDEND	WHEN PAID
Oriental Consolidated Mining Co., Ltd	27s. 6d.		G. $5,000,000	500,000	G. $10	G. $10	none	Interim of Gold cents 50 for year ended 30th June 1907	May 1908
Kiang pei-ting Coal & Iron Mine Co., Ltd	Tls. 50		Tls. 500.000	5,000	Tls. 100	Tls. 50	—	First year	—
Vulcan Iron Works, Limited	Tls. 400		T.s. 500,000	1,000	Tls. 500	Tls. 500	—	Tls. 50 for year ended 31.8.06	Nov. 1, 1906
Yangtsze Wharf & Godown Co., Limited	Tls 125 nominal		Tls. 250,000	2,500	Tls. 100	Tls. 100	Tls. 50,000	Tls. 18 for 1907	April 16, 1908
Wei-hai-wei Land & Building Co., Limited	Tls. 10 nominal		Tls. 91,850	3,674	Tls. 25	Tls. 25	—	—	—
Union Estate & Investment Co., Limited	Y. 105 sales		Y. 1,000,000	10,000	Y. 100	Y. 100	—	First year	—
Grand Hotel, Limited	Y. 100 sellers		Y. 500,000	5,000	Y. 100	Y. 100	—	Interim Y. 5 for ½ year	Dec. 31, 1907
Hotel des Colonies Company, Limited	Tls. 9 sellers		Tls. 112,500	9,000	Tls. 12½	Tls. 12½	Tls. 29,783	6% for 1907	May 29, 1908
Kalee, Limited	$100 nominal		$400,000	4,000	$100	$100	—	$5 for 1907	May 22, 1908
Anglo-German Brewing Co., Limited	$85 buyers		$100,000	4,000	$100	$100	none	$7 for 1907	Mar. 12, 1908
Butler Tile Works, Limited	Tls. 50 nominal		Tls. 60,000	1,200	Tls. 50	Tls. 50	—	Tls. 3 for year ending 31.3.07	May 29, 1907
Major Bros, Limited	Tls. 40 sellers		Tls. 300,000	6,000	Tls. 50	Tls. 50	—	—	—
Oriental Ice Company, Limited	Tls 50		Tls. 130,000	2,600	Tls. 50	Tls. 50	—	First year	—
Scharffs Oil and Bone Mills, Ltd	Tls. 50		Tls. 200,000	4,000	Tls. 50	Tls. 50	—	First year	—
Shanghai Ice Company, Limited	Tls. 13 sales		Tls. 200,000	8,000	Tls. 25		—	3% for 1907	Mar. 14, 1908
Shanghai Oil Co., Limited	Tls. 25		Tls 175,000	7,000	Tls. 25	Tls. 25	—	First year	—
Campbell, Moore & Co., Limited	$10 buyers		$12,000	1,200	$10	$10	$9,000	$3 for 1905	Apr. 2, 1906
Dunning & Company, Limited	$50 sellers		$100,000	2,000	$50	$50	—	$5 year ending 28-2 08	Apr. 15, 1908
J. Llewellyn & Co, Limited	$50 buyers		$72,000	1,200	$60	$60	—	$6 for 1907	May 16, 1908
Lane, Crawford & Company	$137½ sales	137½	$250,000	2,500	$100	$100	—	Final of 7% making 14% for 1907	May 25, 1908
Mondon (E. L.) Limited	Tls. 6 buyers		Tls. 225,000	9 000	Tls. 25	Tls. 25	none	—	—
S. Moutrie & Company, Limited	$48 sellers		$250,000	5,000	$50	$50	—	$4 for year ended March 31, 1908	June 18, 1908
Weeks & Company, Limited	$22 buyers		$400,000	20,000	$20	$20	$25,000	10% for year ended 28.2.08	May 30, 1908
Dominion Rubber Co., Limited	Tls. 4		Tls. 225,000	22,500	Tls. 10	Tls. 4	—	First year	—
Kalumpong Rubber Co., Ltd	Tls. 42 sellers		Tls. 700,000	14,000	Tls. 50	Tls. 50	** Tls. 11,844.48	—	—
Senawang Rubber Estates Company, Limited	Tls. 100		Tls. 250.000	2,500	Tls. 100 Tel. 100	Tls. 100 Tls. 75	—	—	—
Senawang Rubber Estates Company, New	Tls. 75								
Tebong Rubber and Tapioca Estate, Limited	20s.		£76,000	76,000	£1	£1	—	—	—
Eastern Fibre Co., Limited	Tls. 10 nominal		Tls. 300,000	30 000	Tls. 10	Tls. 10	—	—	—
Shanghai Mercury, Limited	Tls. 50 buyers		Tls. 105,500	2,100	Tls. 50	Tls. 50	—	Final of 6% making 10% for year ended 30.4-08	June 29, 1908
Shanghai Mutual Telephone Co., Limited	Tls. 57 buyers	57½	Tls. 675,000	13,500	Tls. 50	Tls. 50	—	Tls. 3 for 1907	June 28, 1908
China Export Import & Lumber Company, Limited	Tls. 92½ nominal		Tls. 350.000	500	Tls. 100	Tls. 50	—	10 p. c. for year ending 29.2.08	May 1, 1908
China Printing Co, Limited	Tls. 50		Tls. 750.000	1,500	Tls. 50	Tls. 50	—	80 cents for 1907	Jan 30, 1908
Dallas Horse Repository Co., Ltd.	Tls. 25 nominal		Tls. 250,000	5,000	Tls. 50	Tls. 50	—	—	—
Hirano Mineral Water Co., Ltd.	Y. 15 sales		Y. 125,000	5,000	Y. 25	Y. 25	—	10%=yen 2½ for year ending 30th Sept. 07	Nov. 21, 1907
E. E. Porter & Co., Limited	$50		$100,000	2,000	$50	$50	—	$6 for 1907	Apr. 22, 1908
Shanghai Electric & Asbestos Company, Limited	$23 sales		$125,000	5,000	$25	$25	—	Final of 4% making 8% for 1907	May 29, 1908
Shanghai Electric Construction Company, Limited	£11 buyers	£11	£300,000	30,000	£10	£10	—	First year	—

DEBENTURES

LOANS		PRICE—PLUS ACCRUED INTEREST	AMOUNT OF LOAN	OUTSTANDING	NOMINAL VALUE	RATE OF INTEREST	WHEN PAYABLE
Shanghai Municipal Debentures	1892	Tls. 90	Tls. 50,000	Tls. 45,400	Tls. 100	5 %	June & Dec.
do	1893	,, 95	,, 125,000	" 47,300	" 100	5½ ,,	Do
do	1894	,, 103	,, 105,000	" 60 000	" 100	6 ,,	Do
do	1895	,, 90	,, 115,000	" 110,900	" 100	5 ,,	Do
do	1896	,, 90	,, 140,000	" 135,700	" 100	5 ,,	Do
do	1897	,, 90	,, 268,800	" 268,400	" 100	5 ,,	Do
do	1898	,, 103	,, 300,000	" 60,000	" 100	6 ,,	Do
do	1900	,, 95	,, 33,900	" 31,700	" 100	5½ ,,	Do
do	1901	,, 103	,, 250 000	" 200,000	" 100	6 ,,	Do
do	1902	,, 103	,, 150,000	" 150,000	" 100	6 ,,	Do
do	1903	,, 103	,, 490,500	" 490,500	" 100	6 ,,	Do
do	1904	,, 103	,, 214,500	" 214.500	" 100	6 ,,	Do
do	1905	,, 103	,, 320.000	" 320,000	" 100	6 ,,	Do
Chinese Imperial Government Loan	1886 E	,, 250	,, 767,200	" 354,400	" 250	7 ,,	Mar. & Sept.
Shanghai Land Investment Co., Debentures	1890	,, 102	,, 250,000	" 250,000	" 100	6 ,,	May & Nov.
do	1892	,, 95	,, 250,000	" 250,000	" 100	5½ ,,	June & Dec.
do	1894	,, 102	,, 250,000	" 250,000	" 100	6 ,,	Mar. & Sept.
do	1896	,, 90	,, 250,000	" 250,000	" 130	5 ,,	June & Dec.
do	1900	,, 102	,, 250,000	" 250,000	" 100	6 ,,	April & Oct.
do	1901	,, 102	,, 250,000	" 250,000	" 100	6 ,,	June & Dec.
do	1901	,, 95	,, 100,000	" 100,000	" 100	5 ,,	May & Nov.
do	1902	,, 102	,, 400,000	" 400,000	" 100	6 ,,	June & Dec.
do	1905	,, 102	,, 250,000	" 250,000	" 100	6 ,,	Do
Shanghai Waterworks Co., Debentures	1894	,, 102	,, 100,000	" 100,000	" 100	6 ,,	Mar. & Sept
do	1896	,, 90	,, 100,000	" 100,000	" 100	5 ,,	June & Dec.
do	1899	,, 102	,, 50,000	" 50,000	" 100	6 ,,	Do
do	1900	,, 102	,, 100,000	" 100,000	" 100	6 ,,	Mar. & Sept.
do	1902	,, 102	,, 100,000	" 100,000	" 100	6 ,,	Do
do	1903	,, 102	,, 100,000	" 100 000	" 100	6 ,,	June & Dec.
Perak Sugar Cultivation Co., Debentures	1902	,, 100½	,, 200,000	" 200.000	" 100	7 ,,	April & Oct.
Shanghai Gas Co., Debentures	1897	,, 90	,, 100,000	" 100.000	" 100	5 ,,	Do
do	1899	,, 102	,, 1,000,000	" 100,000	" 100	6 ,,	May & Nov.
do	1900	,, 102	,, 2.000.000	" 200,0 0	" 100	6 ,,	June & Dec.
Shanghai and Hongkew Wharf Co., Debentures	1902	,, 102	,, 799.800	" 799,800	" 100	6 ,,	Do
Astor House Co., Debentures		,, 101	,, 500,000	¶ " 500,000	" 100	7 ,,	Do
British Municipal Council, Hankow	1901	Sh. ,, 102½	H'kow Tls 100,000	H'kow Tls 100,000	" 100	7 ,,	June & Dec.
Shanghai Club Debentures	1907	,, 96	Tls. 170 000	Tls. 170,000	" 100	6 ,,	Do
Country Club Debentures		,, 97	,, 139,000	" 139,000	" 100	6 ,,	Do
do	1907	,, 97	,, 92.000	" 92,000	" 100	6 ,,	Do
Lane Crawford & Co., Debentures	1907	,, 100	,, 110,000	" 110.000	" 100	7 ,,	Mar. & Sept.
Anglo-French Land Debentures	1908	,, 100	,, 250,000	" 250,000	" 100	6 ,,	June & Dec.



FAR EASTERN REVIEW RAILWAY MAP OF CHINA